

TERMS AND CONDITIONS FOR THE PROVISION OF POSTAL SERVICES BY NOVA GLOBAL CZ s. r. o.

(Date: 12.08.2024)

("Terms")

1. General provisions

1.1 These Terms shall regulate the provision of postal services by NOVA GLOBAL CZ s. r. o., with its registered office at Na Porici, 1047/26, Nove Mesto, 110 00 Prague 1, Identification number: 18006779, TIN: CZ18006779, registered in the Commercial Register kept by the Prague City Court, case number C 379993 (the "**Company**" or the "**Operator**"), to the customers (as defined below). These Terms shall constitute the terms and conditions for the provision of postal services as defined in Section 6 of Act No. 29/2000 of the Postal Services Law.

1.2 Capitalized terms defined in these Terms have the meanings outlined in this Section 1.2:

1.2.1 **Address** is the Shipment's place of delivery specified by the Sender or the place of its return to the Sender; **Address Label** is a label bearing the Recipient's Address generated by the Sender when placing an order for Parcel Delivery;

1.2.2 **Price List** is the current price tag for the Operator's services. The Price List shall comprise an annex to these Terms and is available at <https://novapost.com/cs-cz/international/shipping-cost> (for delivery within the Czech Republic and Ukraine) and <https://novapost.com/cs-cz/international/send-to-another-countries> (for delivery to other countries);

1.2.3 **Additional services** are the additional services listed in the Section 6 of these Terms not being postal services as defined by the Postal Services Law;

1.2.4 **Business Customer** is the Operator's customer receiving the Services as part of its business.

1.2.5 **Shipment Delivery Form** is a form provided by the Operator when the Customer orders the Postal Services;

1.2.6 **Mobile Application** is the software for quick access to the information on shipment delivery 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. The way the Mobile Application is used shall be governed by the Operator's application terms of use, which are available on iOS – <https://apps.apple.com/ua/app/nova-post/id1644647080?l=uk>; Android – <https://play.google.com/store/apps/details?id=eu.novapost>

1.2.7 **Outsize Shipment** is a shipment with an actual or volumetric weight exceeding 30 kg, handed over by the sender to the operator to be delivered to the Recipient according to these Terms and the Postal Services Law;

1.2.8 **Sender** is the person who has concluded the Postal Services Agreement with the Operator;

1.2.9 **Branch** is the Operator's facility where it is possible to send and receive the Shipment. To send and receive the Shipments, the Branches shall also mean other locations operated by third parties other than the Operator, and these third parties shall not be controlled by the Operator (hereinafter referred to as the "**Partner Pickup Point**"), unless otherwise explicitly specified in these Terms regarding the Partner Pickup Point. The Partner Pickup Point shall not be deemed a Branch for filing complaints and conducting other legal relations between the customer and the Operator, except for sending and receiving Shipments.

1.2.10 **Postal Services** are postal services as defined by the Postal Services Law;

1.2.11. **Business Days** are ordinary working days from Monday to Friday, except public holidays in the Czech Republic;

1.2.12. **Operator** is the Company; if the context so provides, Operator also means an authorized person acting on behalf of the Operator;

1.2.13 **Recipient** is the person specified by the Sender as the Recipient of the Delivery;

1.2.14 **Parcel Locker** is a device operated by the operator or its partner allowing to send and receive shipments based on the access data provided by the operator or its partner;

1.2.15 **Services** are Postal Services and/or Additional Services;

1.2.16 **Postal Services Agreement** is an agreement between the Sender and the Operator, whereby the Operator provides Postal Services to the Sender;

1.2.17 **Consumer** is an individual who carries out transactions with the Operator that are not directly related to his/her commercial, entrepreneurial, industrial, or professional activities;

1.2.18 **Website** is the Operator's official website available at novapost.com/en-cz. If these Terms include a link to the Website, it should be assumed that the Mobile Application also includes the same functionality referred to in these Terms.

1.2.19 **Customer** is a Business Customer or Consumer;

1.2.20. **Postal Services Law** is Act No. 29/2000 Coll., on Postal Services and Amendments to Certain Acts (Postal Services Law), as amended;

1.2.20 **Shipment** is a shipment handed over by the Sender to the Operator to be delivered to the Recipient according to these Terms and Postal Services Law. Under these Terms, the Shipment includes both the parcel and the documents specified in clause 2.1. below, as well as, unless otherwise specified in the relevant provision of these Terms, the Outsize Shipment.

1.3 By handing over the Shipment to the Operator, the Customer confirms having read these Terms and agrees thereto.

1.4 The updated version of these Terms is available on the Website, as well as at each Operator's Branch, including Partner Pickup Points.

2. Catalog of postal services

2.1 The Operator shall provide only those postal services specified in clause 2.1. of these Terms. The Operator provides the following postal services:

2.1.1 Documents delivery

- a) Weight: the 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) Packaging: package or cardboard envelope according to the requirements of these Terms;
- d) The shipment cost cannot exceed CZK 100,000 or the equivalent of EUR 5,000.

2.1.2 Parcel delivery

- a) Weight: the 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) Packaging: rectangular in shape; packaging shall comply with the requirements of these Terms.
- d) The shipment cost cannot exceed CZK 100,000 or the equivalent of EUR 5,000.

2.1.3 Delivering Outsize Shipments to the Branch

- a) Weight: the maximum permissible weight is 1000 kg;
- b) Dimensions: largest side not greater than 300 cm, other sides not greater than 170 cm; and
- c) Packaging: rectangular in shape; packed according to the requirements of these Terms and, where applicable, by the Operator according to the nature of the Outsize Shipment.
- d) The cost of outsize shipment cannot exceed CZK 100,000 or the equivalent of EUR 5,000.

2.2 The Operator shall provide postal services solely according to the options specified in clause 2.2. of these Terms. The Operator provides Postal Services in the following options:

2.2.1 Address – Address means picking up the Shipment at the Sender's address and delivering it to the Recipient's address.

2.2.2 Address – Branch means accepting the Shipment at the Sender's address and delivering it to the Branch in the Recipient's city.

2.2.3 Address – Parcel Locker means picking up the Shipment at the Sender's address and delivering it to the Recipient's Parcel Locker.

2.2.4. Branch – Branch means picking up the Shipment from the Sender at the Branch in the Sender's city and delivering it to the Recipient at the Branch in the Recipient's city.

The Branch-to-Branch delivery is an exclusive option for Outsize Shipments, unless otherwise separately agreed between the Operator and the Sender. Outsize Shipments shall be accepted for transportation subject to prior agreement with the Operator, with due regard to the Operator's carrying capacity; the cost of their delivery shall be determined by the Price List.

2.2-5. Branch – Address means picking up the Shipment from the Sender at the Branch in the Sender's city and delivering it to the Recipient's address.

2.2.6. Branch – Parcel Locker means picking up the Shipment from the Sender at the Branch in the Sender's city and delivering it to the Recipient's Parcel Locker.

In this case, the Partner Pickup Point shall also be considered a Branch; this does not apply to the delivery of Outsize Shipments.

3. General conditions of postal services

3.1 The Operator shall provide Postal Services within the terms specified on the Website of Postal Services.

3.2 The Operator shall provide Postal Services in the territory of the Czech Republic and abroad, in the countries indicated on the Website.

3.3 The Postal Services Agreement shall be concluded in writing, orally, or by accepting the Shipment for transportation, but always personally in the presence of an authorized employee of the Operator, at the Branch, or at the Address after the Sender or an authorized employee of the Operator, at the Branch or on the Website, fills out the Shipment Delivery Form, creates the Address Label of the Shipment, the authorized employee of the Operator checks the contents of the parcel, if any, and the parcel packaging meeting the requirements of these Terms is closed by the authorized employee of the Operator or the Sender in the presence of an authorized employee of the Operator.

An authorized employee of the Operator shall also mean a partner's employee acting on behalf of the Operator, including a courier. This provision regarding the conclusion of the Postal Services Agreement shall also be applicable if the price for the Postal Services has been paid before the conclusion of the Postal Services Agreement; whereby the Postal Services Agreement is not concluded in such a case, the following procedure is specified in these Terms.

3.4 According to the Postal Services Law, the Operator shall not be required to conclude a Postal Services Agreement with the Recipient if its content implies deviations from or amendments to these Terms.

3.5 The Shipment shall be picked up and delivered on Business Days.

4. Receiving and delivering shipments; providing postal services.

4.1 General provisions for ordering Postal Services and registering the Shipment; requirements for the Shipment packaging.

4.1.1 The Sender shall order the Postal Service at the Branch (with a Partner Pickup Point to be considered as such) or on the Website, specifying the Postal Service option, addresses of the Sender and the Recipient, as well as the method and place of delivery, as required.

4.1.2 While ordering Postal Services, the Sender or an authorized employee of the Operator, based on the information provided by the Sender, shall fill in the Parcel Delivery Form, where he/she shall indicate the following information:

Information about the Sender:

Legal entity and individual engaged in entrepreneurial activity: full name, identification number, address (location), where applicable, Branch of dispatch, cell phone number, and e-mail address of the contact person.

Individual: full name, address (place of residence), Branch of dispatch, cell phone number, and e-mail address.

Information about the Recipient:

Legal entity and individual engaged in entrepreneurial activity: full name, identification number, address (location), Branch of delivery, where applicable, cell phone number, and e-mail address of the contact person.

Individual: full name, address (place of residence), Branch of delivery, where applicable, cell phone number, and e-mail address.

Details of the Shipment: number of places, actual weight and dimensions, HS code, declared value, description of the contents, and the selected postal service option.

Payer for Services.

Form of payment (cash/non-cash). Selected Additional Services.

Further details that may affect the quality, duration, and price of the Services, such as delivery terms, country of origin, and detailed descriptions.

Once the Parcel Delivery Form is filled in, the Customer shall get the Shipment number, which can be used to obtain information about the status of the Postal Service.

4.1.3 The Sender must specify the exact address of the Recipient or the address of the Parcel Locker or Branch to which the Shipment is to be delivered. The Sender shall be liable for the accuracy of the information provided for the delivery of the Shipment.

4.1.4 Once the Postal Service is ordered on the Website, that is, after filling out the Parcel Delivery Form, the Sender shall be offered to create an Address Label, which must be clearly and firmly attached to the Shipment's packaging before it is sent. When ordering the Postal Service at the Branch, the Address Label will be created by the Operator's employee.

The Address Label created on the Website shall be valid for 14 days from the date of its creation on the Website. After this period, the Address Label expires.

4.1.5 No markings placed by the Sender on the Shipment's packaging shall cover the Address Label and shall not bear any content prohibited by law and these Terms.

4.1.6 The Sender shall be required to pack the Shipment properly to ensure the safety of the Postal Service and delivery of the Shipment's content undamaged. At the Sender's request, the Operator may pack the Shipment as an Additional Service.

4.1.7. The Sender shall hand over an open Shipment. The Operator shall be entitled to verify the compliance of the Shipment's content and packaging with these Terms before concluding the Postal Services Agreement. The Operator shall be entitled to refuse to conclude the Postal Services Agreement if the Shipment's content or packaging do not comply with these Terms.

4.1.8. The way the Shipment is packed must comply with the packaging rules specified herein:

- The box must be made of corrugated cardboard with no deformation, cracks, damp spots, or breaks. The box must have straight stiffeners.
- The box's minimum dimensions are 11×11 cm.
- Glass, ceramic, and other fragile items must be wrapped on all sides with at least three layers of cushioning material. If there are several pieces, each piece must be packaged separately.
- Fill in the remaining space in the box with fillers. The Shipment must remain static inside during transportation.
- Put documents in a cardboard envelope, clothes and textiles in a garment bag. Do not use paper or textile packaging to transport rounded, sharp, or fragile items.
- Customers can also order a packaging service from the Operator.
- The way the Shipment is packaged must provide a possibility to apply the appropriate Address Label thereon.

4.1.7 Refer to clause 4.1.12. of these Terms for the methods of payment for Postal Services. The Sender shall be required to pay for the Postal Services according to the selected type of Postal Service and the Price List, in cash or by payment card at the Branch when ordering at the Branch (with a Partner Pickup Point to be considered as such), and by payment card when ordering electronically on the Website; when ordering at the Branch, the Customer shall pay the price after concluding the Postal Services Agreement, and when ordering on the Website, the price shall be paid before concluding the Postal Services Agreement.

4.1.8 The Operator shall be entitled to refuse to conclude the Postal Services Agreement or may terminate the previously concluded Postal Services Agreement if:

- a) The Sender fails to comply with the terms and conditions of the Postal Services established by the Postal Services Law or regulations adopted thereunder, as well as these Terms;
- b) The contents or packaging of the Shipment fail to meet the requirements of these Terms;
- c) The Address Label is incomplete or incorrect;
- d) The Shipment Delivery Form is incomplete, incorrect, or inaccurate;
- e) The Shipment fails to meet the parameters specified in these Terms for the type of delivery selected by the Sender;
- f) There are inscriptions, images, drawings, or other symbols on the Shipment or in the visible part of its contents that contradict the current legislation or other regulations;

g) The Postal Service will be provided in whole or in part in the territory where the Operator is not authorized to provide such service, unless the Operator has entered into a cooperation agreement enabling the provision of such service in such territory;

h) Shipments or a specific Shipment are not allowed to be picked up or transported by applicable laws or regulations.

4.1.9

4.1.10 The Operator having concluded the Postal Services Agreement with the Sender shall be required to specify the information on receipt of payment for the Postal Service on the received Shipment or indicate the method of payment for the Postal Service and ensure its identification.

4.1.11 If a Shipment cannot be delivered to the Recipient, it shall be returned to the Sender by the Operator that has concluded the Postal Services Agreement with the Sender. For the activities related to the return of the Shipment, the Operator may charge a fee equal to the amount specified in the Price List.

4.1.12 The returned Shipment shall be returned to the Sender under the same terms and conditions as when it was sent to the Recipient.

4.1.13 If the Operator refuses to conclude the Postal Services Agreement or terminates such an agreement for the reasons specified in clause 4.1.8. of these Terms, the Shipment, if it has already been handed over to the Operator, shall be returned to the Sender at its own expense. The Operator shall refund the cost of the Postal Service to the Sender if it has already been paid. The Operator shall be entitled to deduct the costs of returning the Shipment incurred earlier from the return price. If the Shipment is picked up at the Address, the Sender shall also deduct the costs of the courier's departure to pick up the Shipment at a fixed rate specified in the Price List.

4.1.14 If the Sender fails to receive the Shipment within 7 days from the day when the notification of receipt of the returned Shipment has been sent to him/her, it shall be deemed unreceived.

4.1.15 The Operator may open the Shipment after the conclusion of the Postal Services Agreement solely in the cases specified in Section 11 of these Terms.

4.1.16 Verification of the contents and packaging of the Shipment before concluding the Postal Services Agreement shall be deemed the Operator's right, not the obligation, and cannot be considered a complete verification of the Shipment in terms of its compliance with the Terms, legal regulations, and security principles. The Operator's acceptance of the Shipment shall not imply that the contents of the Shipment or Outsize Shipment have been checked and comply with these Terms, as well as applicable laws or regulations. The Sender shall be fully liable for the contents and packaging of the Shipment according to the applicable laws and other legal regulations.

4.2 Size and weight of the Shipment

4.2.1 The cost of the Postal Services may depend on the weight and size of the Shipment according to the Price List.

4.2.2 There are two ways to determine the weight of a Shipment: actual and volumetric. The cost of Postal Service shall be calculated according to the higher of the actual or volumetric weight, whichever is applicable, according to the Price List.

4.2.3 The actual weight is defined by weighing the Shipment on the scales.

4.2.4 The volumetric weight is defined by the external dimensions of the Shipment (where the external dimensions are measured by the most protruding points in case of irregular shape) according to the formula: volumetric weight [kg] = length [cm] × width [cm] × height [cm] / 4000.

4.3. Declared value of the Shipment

4.3.1. The declared value of the Shipment shall match the actual value of the contents of the Shipment. The declared value of the Shipment affects the fee amount of the declared value according to the current Price List.

4.2.5 Shipments made of corrugated cardboard, wrapped with stretch film and tape shall not be accepted. Regardless of the preceding sentence, the Shipment may be sent from the Branch subject to the following conditions:

- a) The Shipment contains only textile goods (clothing, fabrics, or soft goods);
- b) The total weight of the Shipment does not exceed 10 kg; and
- c) Bundled cargoes are connected by at least five layers of stretch film and tape to make a single Shipment.

4.2.6 Shipments accepted by the Operator after 3 p.m. will be dispatched the next business day.

4.3 Detailed terms of Shipment delivery from the Address

4.3.1 When delivering from the Address, the weight of one shipment shall not exceed 30 kg, the maximum length including packaging shall not exceed 120 cm, and the sum of the dimensions shall not exceed 150 cm, unless otherwise agreed by the Operator and the Sender.

4.3.2 The Sender shall allow the Operator's representative to (i) reach the place specified as the pickup address and (ii) drive a car to the Shipment's pickup address at a distance not exceeding 50 meters.

4.3.3 If the total weight of the Shipment exceeds 30 kg, the Sender shall ensure the loading of the Shipment onto the Operator's vehicles on his/her own.

4.3.4 The Sender shall be responsible for packaging, labeling, and placing information on the Shipment according to the provisions of these Terms. The Shipment Delivery Form shall be filled in by the Sender, and the Address Label shall be created on the Website.

4.3.5 The Sender shall authorize the Operator to pick up the Shipment, as well as to inspect it, before concluding the Postal Services Agreement according to these Terms at the specified time and place.

4.3.6. Detailed terms for handing over the Shipment at the Partner Pickup Point

A Shipment with a declared value of up to CZK 10,000, weighing no more than 10 kg, and with a maximum length of one side not exceeding 60 cm may be sent from a Partner Pickup Point.

4.4. General rules of Shipment delivery

4.4.1. The delivery takes from 1 business day within the Czech Republic and from 5 business days when delivered abroad. The final delivery date, if any, shall be determined by the information specified on the Website as of the date of conclusion of the Postal Services Agreement.

4.4.2. Shipments with guaranteed delivery time shall be delivered on the terms agreed with the Customer in a separate Postal Services Agreement.

4.4.3. The Sender and the Recipient can track the Shipment on the Website by entering the Shipment number.

4.4.4. If the Shipment cannot be delivered in time to the place specified by the Sender by the method chosen by him/her due to carrying capacity (for example, overcrowding of the specified Parcel Locker) or for other reasons, the Shipment shall be delivered to another place, in another way, or at another time, and the Recipient shall be notified thereof by SMS or by phone to the number specified by the Sender. In this case, if the Shipment is delivered or ready to be handed over to the Recipient within the delivery time and in the locality specified by the Sender, this shall not constitute a defective performance.

4.4.5. When delivering international Shipments, the Customer shall bear all costs associated with customs clearance, as well as the risk associated with the activities of customs authorities and border guards related to the Shipment and its contents. The Customer paying the customs duty and costs related to customs clearance shall be the Sender if the Shipment is sent from the Czech Republic; if the Shipment is received from abroad in the Czech Republic, the Customer paying the customs duty shall be the Recipient of the Shipment.

4.4.6. Suppose the Shipment, according to the information provided by the Sender or the results of the Shipment inspection before concluding the Postal Services Agreement, contains items intended for purchase by adults only, the Operator may require the Recipient of the Shipment to provide a document confirming his/her legal age. If the Recipient refuses to present the document, the Operator shall not hand over the Shipment, and the Shipment shall be returned to the Sender due to non-receipt by the Recipient according to these Terms.

4.5. Detailed terms of delivering Shipments to the Branch

4.5.1. The Sender shall inform the Recipient of the Shipment's number and date of delivery and familiarize the Recipient with these Terms. The Recipient will be sent an SMS to the number specified by the Sender to inform him/her of the possibility of receiving the Shipment.

4.5.2. To receive the Shipment at the Branch, the Recipient shall indicate the number of the Shipment or the number of the cell phone to which the SMS notification about the possibility of receiving the Shipment was sent.

4.5.3. The Recipient, acting as an individual, or the person receiving the Shipment on behalf of the Recipient, acting as a legal entity (as defined in this clause, "Recipient" means both parties, as applicable), must confirm his or her identity to the Operator's representative by presenting a valid identity document.

4.5.4. The Shipment can be delivered without confirming the Recipient's identity if the declared value of the Shipment is less than CZK 6000 and the Recipient knows the Shipment number and can provide the receipt code sent by SMS to the number indicated as the Recipient's number.

4.5.5. To receive a Shipment amounting to CZK 6000 or more, the Recipient must present an identity document and enter the receipt code sent by SMS to the number indicated as the Recipient's number, or confirm receipt of the message by responding to an incoming call to the number indicated as the Recipient's number.

4.5.6. A person not specified as the Recipient of the Shipment can receive the Shipment by indicating the Shipment number and presenting the appropriate authorization to receive the Shipment. A Shipment not exceeding CZK 6000 addressed to an individual Recipient may be accepted by a person living in the same household upon presentation of a document confirming residence in such a household.

4.5.7. Shipments can be delivered to the Branch during the business hours of the Branch.

4.5.8. The Shipment shall be stored free of charge at the Branch for 7 days from the date of notification of the Recipient of the possibility to pick up the Shipment at the Branch. Once the free storage period of the Shipment expires and the Recipient fails to receive it, it shall be returned to the Sender without prior notice, unless the storage period is extended at the request of the Sender or the Recipient at the price specified in the Price List. The Shipment storage period shall be extended as an Additional Service under these Terms.

Detailed terms of delivering Shipments to the Partner Pickup Point

4.5.9. Subject to the conditions specified for delivery to the Branch, the Shipment can be picked up at a Partner Pickup Point.

4.5.10. A Shipment with a declared value of up to CZK 10,000, weighing no more than 10 kg, and with a maximum length of one side not exceeding 60 cm may be delivered to a Partner Pickup Point.

4.5.11. If the Recipient fails to pick up the Shipment at the Partner Pickup Point within 5 days from the date of its arrival at the Partner Pickup Point, the Shipment shall be transferred to the nearest Branch to be stored according to these Terms. A Branch shall not be deemed to be a Partner Pickup Point. The Recipient shall be informed about the storage at the Branch by SMS.

4.6. Detailed terms of delivering Shipments to the specified Address

4.6.1. If the Shipment is delivered to the specified Address, the Recipient shall receive an SMS to the phone number provided by the Sender about the scheduled delivery date of the Shipment.

4.6.2. If the Shipment is delivered to the specified Address, the Operator shall deliver the Shipment to the branch to be stored according to these Terms in the absence of the Recipient or a member of the same household who can accept the Shipment.

4.6.3. The Operator shall not be required to identify the person receiving the Shipment at the specified Address. The person authorized to accept the Shipment shall mean the person accepting the Shipment at the Address.

4.6.4. When the Recipient or a member of his/her family receives the Shipment, the Operator may require this person to confirm receipt. Refusal to confirm delivery shall mean refusal to accept the Shipment. Subsequently, the Operator shall act as in case of non-acceptance of the Shipment by the Recipient upon its non-receipt at the Branch, namely, shall return the Shipment to the Sender without prior notice.

4.6.5. When delivering the Shipment intended to be delivered to the Recipient only, the Recipient shall, at the request of the Operator's representative, present an identity document. In case of absence of such document, the Operator's representative may refuse to hand over the Shipment. Subsequently, the Operator shall act according to Section 4.8.2 of these Terms.

4.6.6. The time the Operator's representative spends at the specified Address to deliver the Shipment may not exceed 15 minutes.

4.6.7. The Shipment shall be delivered to the Address only if it is possible to reach the Address by car within a distance of no more than 50 m. The Shipment can be delivered to the Address as long as it meets the same dimensions and weight parameters as the Shipment delivered from the Address.

4.6.8. At the Recipient's request, the Shipment's delivery to the Address may be postponed for up to 5 Business Days.

4.4 Detailed terms of delivering Shipments to the Parcel Locker

4.4.1 A Shipment being delivered to a Parcel Locker in the territory of the Czech Republic or any other country, except for Ukraine, must meet the following parameters:

- a) The maximum permissible weight is 10 kg;
- b) Dimensions are 100×60×80 cm; and
- c) The cost of the Shipment must not exceed CZK 25,000. A Shipment being delivered to a Parcel Locker on the territory of Ukraine must meet the following parameters:

4.4.2 A Shipment being delivered to a Parcel Locker on the territory of Ukraine must meet the following parameters:

- a) The maximum permissible weight is 20 kg;
- b) Dimensions are 40×30×60 cm; and
- c) The cost of the Shipment must not exceed CZK 5000. Find the location of the Parcel Lockers on the Website. The Website provides up-to-date information on the availability of the Parcel Lockers.

4.4.3 More than one Shipment per Address Label cannot be delivered to the Parcel Locker.

4.4.4 Once the Shipment is placed in the Parcel Locker, the Recipient shall receive an SMS to the phone number specified by the Sender.

4.4.5 To receive the Shipment from the Parcel Locker, install the mobile application and log in using the mobile phone number specified as the Recipient's number.

4.4.6 If the Recipient pays for the Shipment, it must be paid by credit card using the Mobile Application before receiving the Shipment. Detailed terms and conditions for using the Mobile Application are available on the Website.

4.4.7 If the Recipient fails to pick up the Shipment from the Parcel Locker within 5 days, it will be transferred to the nearest Branch to be stored according to these Terms.

4.4.8 If the Recipient finds any defect upon receipt of the Shipment delivered to the Parcel Locker (in particular, difficulties with opening the Parcel Locker), the Recipient may seek assistance by calling the Operator's contact number available on the Website.

4.4.9 The terms of using the Operator's partner Parcel Lockers are available on the partner websites listed on the Website.

5. Payments

5.1 The cost of Services shall be defined according to the current Price List.

5.2 The Sender shall provide the Operator with all the information to determine the total price for the selected Services.

5.3 The price for Postal Services shall be determined by the parameters of the Shipment, the declared value of the Shipment, the country of delivery, and the type of Postal Service.

5.4 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.

6. Additional services

6.1 At the Customer's request, the Operator shall provide the following Additional Services, other than Postal Services, at a separately determined price specified in the Price List or on the Website:

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

Packaging materials suitable for packing the Shipment can be purchased at the Branch even without registering the Shipment.

6.1.2 **Storage period extension** is an opportunity to store the Shipment at the Branch beyond the free 7-day storage period. The price for the service shall be set by the Price List.

The Storage Period Extension Agreement may be concluded by the Sender or the Recipient of the Shipment with the Operator remotely on the Website, while the cost according to the Price List may be paid online by payment card.

If the Recipient fails to receive the Shipment after the extended storage period for which the price has been paid, unless the period is extended again, the Shipment shall be returned by the Operator to the Sender due to non-receipt without prior notice.

The Customer may terminate the Storage Period Extension Agreement within 14 days from the date of the Agreement conclusion, even without giving any reason, if the Shipment has not been delivered to the

Recipient before the termination of the Agreement or sent back to the Sender; in this case, the non-received Shipment will be returned by the Operator to the Sender due to non-receipt without prior notice. The Customer shall pay the cost for the expired storage period of the Shipment.

7. Services related to postal services

7.1 **“Business Account”** is a user account that is accessed via the Website and through which the Customer can create Address Labels, order Additional services, etc. on its own. This service is provided free of charge.

7.2 **“Notification of the reference number extension”** will provide the Recipient or the Sender with a notification of the reference number after sending a request to the Operator at the Branch and confirming the identity. This service is provided free of charge.

7.3 **“Shipment tracking”** enables you to track the location of the Shipment by the Shipment number. This service can be accessed on the Website or in the Mobile Application. This service is provided free of charge.

7.4 **“Review of the Shipment”** allows the Recipient to open the package and to check the condition of the Shipment 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 shall not provide the Review of the Shipment service if such is not specified in the Postal Services Agreement. This service is provided free of charge.

7.4.1 Review of the Shipment is prohibited if this concerns:

- a) Equipment, media, and connection devices not being part of the Shipment (except for SIM cards, headphones, batteries, flash media (for example, to check the TV matrix for defects));
- b) Use of consumables available in the Shipment (e.g., perfume bottles for spray testing, test cosmetics);
- c) Use the contents of the Shipment with the Recipient’s own belongings, including storage media (it is prohibited to connect, read, or copy information);
- d) Spilling of fuels and lubricants or other liquids in the Shipment 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 Shipments and their contents (except for stickers applied to packages of computer, electronic, and optical products);
- g) Opening of packed Shipments, 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 Shipment outside a Branch (for Parcels sent to the Branch);j) In case of delivery to the Address:

i. Extracting the box in which the Shipment is packed;

ii. Connecting portable household appliances to the mains (it is allowed to check the goods for external and mechanical defects of the Shipment).

When using the Review of the Shipment service, it is always the Recipient who opens the Shipment. The Operator shall not check the contents of the Shipment when using this service, unless the Recipient allows the Operator to review its contents.

7.5 The word "**Information**" means informing the Recipient and the Sender about the time of arrival, delivery, and storage of the Shipment. The service is provided via SMS messages, messages in Mobile Application, or WhatsApp, telephone or electronic conversation based on contractual relations with the Operator.

7.6 "**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 a Branch (in the Sender's or Recipient's area; a list of cities belonging to this area can be obtained by calling the Operator), through a personal manager, by filling out an application on the Website and making changes to the Business Account, or by calling the Operator. The service is not available on the day of delivery of the Shipment to the Address.

The service is free of charge if the delivery address changes within the same settlement. If the Shipment's delivery address (settlement or country) is changed, the Sender shall pay the cost, according to the Price List, of the Shipment's delivery from the place where the Shipment is located at the time of the Change of Data to the place where the Shipment is to be delivered subject to the Change of Data. If the Recipient's identity changes, his/her contact information shall be also changed. The original Recipient shall be notified by SMS informing that the Shipment will not be delivered.

7.7 THE LIST OF PROHIBITED CONTENTS OF SHIPMENTS AND PERMITTED DANGEROUS GOODS WITH SPECIAL PACKAGING REQUIREMENTS. The Shipment must not contain:

7.8 Food products requiring a special temperature regime or having a shelf life of up to 5 days (the shelf life is indicated on the package), chilled or frozen foods, as well as dairy products.

7.9 Currencies: national currency (except for numismatic coins and sets), foreign currency, and securities.

7.10 Medicines and narcotic substances: medicines requiring special storage and transportation conditions (including hydrogen peroxide), ethyl alcohol, veterinary, and immunobiological agents. Psychotropic drugs and precursors, their analogues and precursors subject to special control according to the Law.

7.11 Any kind of animal, insect, animal remains, or unprocessed fur.

7.12 Firearms and their separate parts: firearms of all kinds, main parts of firearms, shooting equipment, rubber-filled cartridges or similar non-lethal ammunition, cold steel and other objects specially designed for attack and defense (knives, spikes, paralytic liquid canisters, etc.), munitions, explosives, explosive objects or devices, flammable or other dangerous substances.

7.13 Hazardous substances: hydrogen peroxide, acids, high-octane substances containing oxygen (chemical compounds similar to gasoline), as well as liquids and substances in containers or other packaging with 1-7 class hazard labels (markings), including flammable, explosive, radioactive substances and agents, as well as other hazardous products with appropriate labeling ("explosive materials and substances", "pyrotechnic products", "gases", "flammable liquids", "self-igniting substances", "poisonous and infectious substances", "oxidizing substances", "radioactive materials", "caustic and corrosive substances", "other dangerous substances and products"), poisonous plants, asbestos, and products made of it (pipes, slate, etc.).

7.14 Batteries: any used batteries.

7.15 Lamps and spotlights: fluorescent lamps and other products containing mercury.

7.16 Bottles/containers/fire extinguishers: bottles, containers, or fire extinguishers filled with liquids/gases (propane, butane, isobutane, and other flammable gases).

7.17 Hydrogen peroxide: any concentration and packaging form.

7.18 Acids: any concentration or container, including products containing any amount of acid, hydrogen peroxide, or other chemical compounds with oxidizing agents (regardless of concentration).

7.19 Any pyrotechnic products.

7.20 Containers with liquids: containers with liquids with 1-7 hazard class labels/markings, without manufacturer's labels/markings providing information on the substance name, technical characteristics, and storage conditions, as well as with traces of peeling or sticking other labels and symbols on the original labels/stickers, in case of absence/damage of joints between high-octane additives containing oxygen (chemical compounds similar to gasoline) packed in corrugated cardboard, opaque film, tape, or other packaging materials or wrapped (except for the original manufacturer's packaging with information on the substance name and its properties).

7.20.1 Other items prohibited by the applicable laws or regulations of any country to which the Shipment is forwarded, transported, or delivered;

7.20.2 Contaminated items that may cause damage to other items or human or animal health.

7.21 Despite the above list, the Operator shall transport dangerous goods (according to the UN Model Regulations Rev. 22 (2021)[1]) subject to the packaging requirements specified for this type of cargo in Annex A of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), promulgated by Order of the Ministry of Foreign Affairs No. 8/2013 of the Collection of the Ministry of Foreign Affairs:

7.21.1 Substances classified as 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;

7.21.2 Chemicals classified as hazard classes 2 and 3 in containers (packaging) authorized by the manufacturer for transportation:

a) Colors: in metal containers with a maximum capacity of 10 liters (the number is not limited);

b) Automotive oils (engine, transmission) without any volume limitations;

c) Human biological material collected as smears (including from the oral cavity).

7.22 If the Operator reasonably suspects that the Shipment contains or may contain goods subject to notification to the state authorities according to the applicable legislation, it shall notify the relevant authorities.

7.23 If the Operator, its employee, or a third party suffers losses due to unacceptable or improperly packaged contents of the Shipment while providing the Postal Service, the Sender shall reimburse such losses in full.

8. Declared value of the Shipment

8.1 The declared value means the value of the Shipment declared by the Sender in the Shipment Delivery Form. The declared value shall be equal to the actual (market) value of the Shipment.

8.2 Damage to or loss of the Shipment shall be compensated by paying the amount corresponding to the declared value; if the declared value does not exceed CZK 10,000, the compensation shall equal CZK 10,000.

If there is damage compensated by the declared value, the Sender's obligation to pay the cost of the ordered Services specified in the Price List shall not be terminated; if the declared value is paid, this cost shall also be compensated. This does not apply to Senders being consumers; besides the right to payment of the declared value, consumers shall also be entitled to all rights arising from improper performance.

9. Complaints - GENERAL PROVISIONS

9.1 The following terms shall apply to this section on complaints, as well as to the section on consumer complaints:

9.1.1 "**Damage**" means any change in condition, that is, a change in the quality, size, structure, stability, composition, or items of the cargo that can be remedied by repair, or a change in condition that cannot be remedied by repair but still allows the item to be used for its original purpose. Unless otherwise expressly stated in these Terms, damage shall also include the loss or destruction of a part of the Shipment's contents.

9.1.2 "**Destruction**" means such a change in the condition of the Shipment's items that cannot be remedied by repair, and the items can no longer be used for their original purpose.

9.1.3 "**Loss**" means a case when the Operator notifies the Sender and the Recipient that the Shipment shall not be delivered to the Recipient or returned to the Sender due to its loss or theft, or when the Shipment shall not be disposed of in any of the ways specified in these Terms, even within 6 months from the date of conclusion of the Postal Services Agreement.

9.1.4 "**Complaint**" means a way of exercising the rights granted by the liability for improper performance of the Service Agreement by the Customer;

9.1.5 "**Customer**" means a person having concluded a Service Agreement with the Operator or on whose behalf a Service Agreement has been concluded; hence, to file complaints under these Terms, the Customer shall mean the Sender and/or the Recipient.

9.1.6 "**Improper performance**" means the Operator's provision of the Service in violation of the Agreement and these Terms, including, but not limited to, Damage, Destruction, or Loss of the Shipment, failure to deliver the Shipment to the Recipient, or unauthorized return of the Shipment to the Sender.

9.2 The Operator shall be liable for Damage, Destruction, or Loss of the Shipment within the limits specified in these Terms or agreed in the Postal Services Agreement.

9.3 Rules for filing a complaint

9.3.1 Each Complaint shall include information about the Customer, the subject of the complaint, and a description of the defective performance; in case of Damage/Destruction/Loss, it shall include a description of the nature, extent, and scope of the Damage/Destruction/Loss; and in case of Damage or partial loss of the contents of the Shipment, it shall also include photographic documentation of the Damage and the shipping packaging. The report of damage/destruction/loss shall also be considered a complaint if it includes all the details of the complaint.

9.3.2 If the Complaint doesn't contain all the elements or must be supplemented with other information or documents, the Operator shall be entitled to ask the Customer to supplement it. The Customer shall have 10 business days from the date of receipt of the request to complete the Complaint. The Complaint consideration period shall not be counted from the date of submitting the request to supplement the Complaint until the Complaint is supplemented.

9.3.3 The quantitative evaluation of the actual Damage/Destruction/Loss must be properly documented, in particular, through a reliable tax document or invoice confirming the acquisition of the item and/or

substances included in the Shipment. If a VAT payer's complaint is filed against the Operator, it must be submitted without VAT.

9.4 Complaint procedure

9.4.1 The Customer may file a complaint in writing, electronically, or orally by formalizing it at the Branch. The complaint must be filed without unreasonable delay once the reason for its filing has been established, that is, after the defect has been discovered, but no later than 7 days after the Shipment has been delivered to the Recipient or returned to the Sender. The Shipment's apparent defect must be reported immediately upon its receipt. If the Shipment is not delivered, the complaint must be filed within 7 days from the date of its supposed delivery (in case of a deadline for delivery) or from the date when the Shipment was processed other than by delivery to the Recipient; in case of a Loss complaint, it must be filed within 7 days from the date of expiration of 6 months from the date of conclusion of the Postal Services Agreement. Late applications shall be rejected. A Complaint may be filed by electronic communication to the Operator's e-mail address: customer_care_cz@novapost.com or through the websites.

9.5 Complaint settlement

9.5.1 The Operator shall properly confirm receipt of the complaint from the Customer.

9.5.2 The Customer shall allow the Operator to determine the actual amount of damage/destruction of the Shipment. For the above reasons, the Customer shall ensure that the Shipment is not tampered with, and that the packaging in which the Shipment was delivered is kept intact as much as possible. For the same reason, the Shipment must not be destroyed or transported to another place without the Operator's consent. If the Shipment is damaged or destroyed, or if the part of the contents is missing, the Customer shall allow or ensure the inspection of the Shipment by a representative of the Operator's insurance company. The Customer shall be aware of the fact that if the Customer fails to fulfill the obligations specified in this clause, there may be insufficient evidence of damage/destruction, which may lead to the rejection of the Complaint by the Operator.

9.5.3 The Customer shall transfer the ownership right or cause the transfer of ownership right of the Damaged/Destroyed Shipment to the Operator at the moment when the Operator notifies the Customer of assuming its responsibility for the Damage/Destruction and that the Damage/Destruction will be fully compensated in the amount of the Shipment's declared value.

9.5.4 The Operator shall settle (that is, inform the Customer about the Complaint settlement) each duly submitted Complaint and complete its consideration within 30 days from the date of submission by the Customer of all necessary documents based on the received Complaint.

9.5.5 Duly submitted and recognized Complaint by the Operator shall be compensated within 20 business days from the date of the Operator's recognition of the Complaint. The Customer shall not be entitled to set off the right to compensation for damages against the Operator's right to payment for the Services; this provision shall not apply to Customers being consumers. If the improper performance has resulted in the right to compensation for the declared value, the compensation of the claim shall imply the payment of the declared value only; this provision shall not apply to Customers being consumers.

If the lost Shipment or any part thereof is found at any time during the Complaint consideration procedure, the Customer's Complaint shall be deemed rejected to the extent that the Shipment has been found at the moment when the Customer is able to use the Shipment or the relevant part thereof; the Operator shall notify the Customer in writing of the rejection of the Complaint for this reason. If the Customer finds the Shipment, he/she shall notify the Operator thereof. If the payment for the Loss or Damage of the Shipment has been made by the Operator before the Shipment or a part thereof has been found, the Customer shall return this amount to the Operator after receiving the found Shipment or a part thereof, within 30 days from the moment the Customer receives the Shipment or a part thereof. This provision shall not apply to Customers being consumers.

9.6 Complaint rejection procedure

9.6.1 The Operator shall be entitled to reject the Complaint in such cases:

- a) The case has been considered or is being considered by a court, or the subject matter of the dispute has already been resolved by another body;
- b) The Complaint has not been submitted in due time, unless otherwise stipulated by mandatory legal provisions;
- c) The documents specified in these Terms confirming the validity of the Complaint have not been submitted;
- d) The Complaint doesn't contain all the elements and the Customer hasn't filled them in as requested and within the time limits specified in these Terms;
- e) The provision of the Services has not been found to violate the Agreement or these Terms, or the Operator is not liable for such violation according to these Terms, the Agreement with the Customer, or applicable law.

9.7 If the Operator fails to settle the Complaint concerning defective Postal Services, the Customer may file an objection with the Czech Telecommunications Office registered at: 219 Sokolovska St., Prague 9, mailing address: P. O. BOX 02, 225 02 Prague 025, <https://www.ctu.cz/>, commence the procedure for filing an objection to the settlement of the Complaint without undue delay, but no later than 1 month after the date of the resolution of the Complaint or the unsuccessful expiration of the term for its settlement, otherwise the right to file an objection shall be lost. An administrative fee shall be charged for filing an objection.

10. Information concerning complaints of consumer rights violations

10.1 The Consumer shall have the rights outlined in this section of the Terms below, which he/she may exercise against the Operator upon improper provision of the Services.

10.2 In case of defective Services, the Consumer shall be entitled to file a complaint against the Operator to exercise the right arising from improper performance, as specified in this section of the Terms below.

10.3 If the defect can be remedied, the Consumer shall be entitled to exercise one of the following rights:

10.3.1 Ensuring the repeated provision of the Service;

10.3.2 Completing the proper provision of the Service;

10.3.3 The right to a reasonable discount for the Service provided;

10.3.4 Withdrawing from the agreement in case of a material but remediable defect, where the exercise of any of the above rights would be clearly insufficient to remedy the defect.

10.4 If the defect cannot be remedied, the Consumer shall choose from the following options:

10.4.1 A reasonable discount;

10.4.2 Withdrawing from the agreement.

10.5 The Consumer shall inform the Operator of his/her choice of right arising from the improper performance upon notification of the defect or without undue delay thereafter. The Consumer may not change his/her choice without the Operator's consent. If the Consumer fails to choose a particular option, the Operator must do so.

10.6 If the Consumer exercises a right arising from improper performance under this section of the Terms, he/she shall also be entitled to compensation for reasonable expenses incurred in exercising this right.

10.7 Rules for filing a complaint

10.7.1 If the Complaint doesn't contain all the information set out in the general provisions on the Complaint, or if it needs to be supplemented with additional information or documents, the Operator shall be entitled to ask the Consumer to supplement it. The Consumer shall have 30 days from the date of receipt of the request to supplement the complaint. The Complaint consideration period shall not be counted from the date of submitting the request to supplement the Complaint until the Complaint is supplemented.

10.8 Complaint procedure

10.8.1 The Consumer may file a complaint in writing, electronically, or orally by formalizing it at the Branch.

10.8.2 A Complaint may be filed by electronic communication to the Operator's e-mail address: customer_care_cz@novapost.com or through the websites.

10.9 Complaint settlement

10.9.1 The Operator must promptly inform the Consumer that the Complaint has been received.

10.9.2 The Operator shall consider (that is, notify the Customer of the Complaint settlement) each duly submitted and completed Complaint within 30 days from the date of its receipt, including compensation of any monetary claims of the Customer arising from the Complaint. This shall not prejudice the right to extend the period under article 10.7.1 of these Terms. If improper performance has resulted in the right to compensation for the declared value, paying a Complaint shall mean paying compensation for the declared value according to these Terms along with a partial or full refund of the paid value of the declared service.

10.9.3 If the Complaint settlement requires documentation from the authorities involved in criminal proceedings, insurance company or any other body or institution, the Complaint settlement period shall not start until the Operator receives such documentation, if the Customer requests to delay the Complaint settlement until such documentation is received. Otherwise, the Complaint shall be considered within 30 days even in the absence of such documentation.

10.10 The Consumer shall be entitled to compensation for expenses reasonably incurred by exercising the right arising from improper performance within 1 month after the expiration of the period set for remedying the defects.

10.11 If the Operator fails to settle the Complaint concerning defective Postal Services, the Customer may file an objection with the Czech Telecommunications Office registered at: 219 Sokolovska St., Prague 9, mailing address: P. O. BOX 02, 225 02 Prague 025, <https://www.ctu.cz/>, commence the procedure for filing an objection to the settlement of the Complaint without undue delay, but no later than 1 month after the date of the resolution of the Complaint or the unsuccessful expiration of the term for its settlement, otherwise the right to file an objection shall be lost. An administrative fee shall be charged for filing an objection. Consumers can also access the online dispute resolution platform developed by the European Commission at <http://ec.europa.eu/consumers/odr>.

11. Shipment opening procedure

11.1 The Operator shall be entitled to open the Shipment according to the Postal Services Law if:

11.1.1 The Shipment cannot be delivered and cannot be returned or should not be returned according to the Postal Services Agreement;

11.1.2 There is a reasonable suspicion that it contains an item considered dangerous under these Terms or an item that is not permitted to be sent under these Terms;

11.1.3 It has been damaged;

11.1.4 It is reasonably suspected that damage has occurred or is likely to occur before delivery; or

11.1.5 It is required to fulfill the Operator's obligations according to the current legislation.

11.2 The provisions of this Section 11.1 shall not apply to a Shipment whose external design clearly shows that it is intact according to an international agreement that is part of the legal order of the Czech Republic.

11.3 Whenever possible and appropriate, the Operator shall offer the Sender to open the Shipment.

If the Sender is not present when opening the Shipment, two individuals authorized by the Operator must be present at the opening. If, given the circumstances, it is possible to ensure the presence of only one individual authorized by the Operator, the Shipment may be opened subject to the presence of another relevant individual as a witness. If there is a particularly high risk of delay, the Shipment may be opened by one person, who shall summon another person as a witness as soon as possible.

A written record of the Shipment's opening shall be kept; if the Sender is present when opening the Shipment, the Operator shall provide the Sender with a copy of the record upon request. A copy of the record shall be provided by the Operator to the Recipient upon delivery of the Shipment or to the Sender upon its return.

This provision shall not apply to the repair of the packaging of a postal shipment provided that the original packaging has been at least partially preserved and has not been opened.

11.4 The Operator shall inform the Recipient of the opening of the Shipment upon delivery or the Sender upon return of the Shipment.

11.5 The contents of the Shipment may be verified upon its opening to the extent required to ensure the purpose of opening the Shipment.

11.6 When opening the Shipment, ensure the security of information subject to legal protection according to applicable laws or other legal norms, including postal secrecy and secrecy of correspondence. The Operator shall not be entitled to review the content of any documents contained in the Shipments.

12. Procedure for selling or disposing of the Shipment

12.1 The Operator shall be entitled to sell the Shipment or a part thereof after 1 year from the date of its pickup by the Operator if:

12.1.1 The Shipment cannot be delivered and returned or is not likely to be returned soon; or

12.1.2 There is a reasonable suspicion that the contents of the Shipment may deteriorate before delivery.

12.2 The Operator may sell the Shipment or a part thereof only after it has been opened according to these Terms.

12.3 When selling the Shipment or a part thereof, the Operator shall consider whether such sale is reasonably beneficial for the Sender.

12.4 If applicable, the proceeds of the sale after deducting storage costs, selling expenses, and the unpaid part of the price ("**Net Proceeds**") shall be transferred by the Operator to the Sender. If the Net Proceeds have not been transferred, the Sender shall be entitled to demand their return within one year from the date of sale of the Shipment or part thereof. Upon expiration of this period, the right to receive the Net Proceeds shall be terminated and the Net Proceeds shall be returned to the Operator.

12.5 In particular, the Operator shall not sell the Shipment if the cost of selling the Shipment is disproportionate to the proceeds of the sale.

12.6 The Operator shall be entitled to dispose of the Shipment or a part thereof after one year from the date of its pickup by the Operator if the contents of the Shipment are fully or partially spoiled.

12.7 The Operator shall be entitled to dispose of the Shipment or a part thereof before the expiration of the agreed term if it is required to ensure the protection of human health.

12.8 If the Shipment is not sold, cannot be delivered, and cannot be returned or is not subject to return according to the Postal Services Agreement, the Operator shall dispose of the Shipment after 1 year from the date of its pickup.

12.9 Two individuals authorized by the Operator must be present at the sale or disposal of the Shipment or a part thereof. If, given the circumstances, it is possible to ensure the presence of only one individual authorized by the Operator, the Shipment may be opened subject to the presence of another relevant individual as a witness.

A written record of the sale or disposal of the Shipment or a part thereof must be made and kept. If only a part of the Shipment has been sold or disposed of, the Operator must provide a copy of the record to the Recipient upon delivery of the postal shipment or to the Sender upon its return.

12.10 The provisions of this Section shall not apply to a Shipment whose external design clearly shows that it is intact according to an international agreement that is part of the legal order of the Czech Republic. The contents of a classified Shipment cannot be sold.

13. Operator's liability. Reimbursement. Improper provision or non-provision of postal services

13.1 The Operator's liability for poor service provision or other violation of the terms of the agreement with the Customer shall be governed by the Civil Code, the Postal Services Law, and these Terms. The Customer's rights arising from improper performance shall be governed by these Terms specified above in the section on Complaints regarding the Services provided.

13.2 The Operator having concluded a Postal Services Agreement with the Sender shall not be liable for non-performance or improper performance of postal services if such non-performance or improper performance is caused by the following reasons:

13.2.1 Force majeure circumstances;

13.2.2 Causes on behalf of the Sender or the Recipient beyond the Operator's fault;

13.2.3 Violation by the Sender or the Recipient of the Postal Services Law, these Terms, or applicable laws or regulations;

13.2.4 Type of goods being shipped.

13.3 The Operator's liability for damages caused by the failure to perform or improper performance of Postal Services shall not be limited and shall be governed by the general principles of liability for damages in case of such failure to perform or improper performance of Postal Services:

13.3.1 It results from illegal actions;

13.3.2 It arises from the Operator's intentional error;

13.3.3 It results from severe negligence by the Operator.

13.4

13.5 A notice of damages due to the Operator's improper performance or non-performance of the Postal Services shall be submitted in writing, by e-mail to customer_care_cz@novapost.com, or on the Website, as well as in person by signing a record at the Operator's head office or at the Branch.

13.6 The Operator shall examine a notice of damages caused by improper performance or non-performance of Postal Services according to the Terms established for the Complaint procedure.

13.7 In case of damages caused by non-performance or improper performance of the Postal Services, the Customer shall be entitled to the following:

13.7.1 The rights arising from improper performance according to the applicable law and these Terms described above;

13.7.2 The reimbursement of the declared value according to these Terms if the Shipment has been damaged, destroyed, or lost; and the reimbursement of other damages as long as it is proved that they are caused by the refusal or improper performance of Postal Services subject to the Operator's liability.

13.8 The Operator's liability for damages caused during domestic transportation under any circumstances shall be strictly limited to a maximum amount of CZK 50,000 (including VAT) per Shipment, unless otherwise expressly provided.

13.9 The Operator's liability for damages caused during cross-border transportation under any circumstances shall be strictly limited to a maximum amount of CZK 100,000 (including VAT) per Shipment, unless otherwise expressly provided.

13.10 The Operator's liability for any damage shall be also strictly limited to the actual direct damage caused to the Customer, subject to the limitations specified in these Terms. The Operator's liability for non-pecuniary damage and other types of indirect damages (for example, lost profits, loss of business opportunities, loss of goodwill, rights of third parties, costs related to filing a complaint, or other indirect damages) shall be excluded even if the Operator has been informed in advance of the risk of such damages.

14. Force Majeure

14.1 Neither Party shall be liable for damage, improper performance, breach of the Postal Services Agreement, or delay in fulfilling its obligations under this Agreement, where such circumstances are caused by force majeure. If a delay in fulfilling its obligations under this Agreement is caused by force majeure, the term for fulfilling its obligations shall be suspended for a period equal to the duration of the force majeure, and the Parties shall resume fulfilling their obligations as soon as the obstacle caused by the force majeure disappears. The Party affected by the force majeure shall make all commercially reasonable efforts to inform the other party thereof as soon as possible and shall indicate the extent and nature of the force majeure as soon as practicable.

14.2 Both Parties shall make reasonable efforts to mitigate the impact of force majeure on the fulfillment of their obligations. If the Operator, due to force majeure, can fulfill its obligations only by increasing additional costs, these reasonable and agreed costs shall be incurred by the Customer.

14.3 Force majeure shall mean any event or unforeseen circumstance beyond the reasonable control of the Parties, which cannot be prevented or avoided despite best efforts and which is not caused by the errors or omissions of the Parties. This includes, but is not limited to, measures imposed by any government or other authority, war or national emergency, riots, terrorism, piracy, fire, explosion, flood, computer viruses, cyber attacks, inclement weather, epidemics, pandemics, lockouts, strikes, and other disputes (whether affecting the Party's employees or its subcontractors).

14.4 Postal Services may be suspended or restricted according to Section 4 of these Terms on the entire territory or part of the territory where the Operator provides Postal Services. The Operator shall publish information on the Website about the suspension or restriction of the provision of Postal Services on its Website.

14.5 The Operator may extend the period of suspension or restriction of the provision of Postal Services according to Section 14 of these Terms for up to 10 Business Days after the expiration of the circumstances leading to the suspension, as notified on the Website.

15. Protection of personal data and postal secret

15.1 As part of the performance of the Postal Services Agreement and the provision of Postal Services, the Sender shall provide the Operator with personal data of the Sender and third parties, including the Recipient, such as first name, last name, address, phone number, and e-mail address (the "**Personal Data**").

15.2 The Sender hereby declares that the Personal Data has been obtained according to the Regulation (EU) 2016/679 of the European Parliament and the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EU (General Data Protection Regulation) (hereinafter referred to as the "GDPR"), and that the Sender has provided the third party with all information according to the GDPR and fulfilled all obligations stipulated by the GDPR so that the Personal Data can be transferred to the Operator and the Operator can properly fulfill its rights and obligations under the Postal Services Agreement. If the Sender's statement referred to in the preceding sentence turns out to be false or misleading, the Sender shall reimburse the Operator for any damages incurred by the Operator.

15.3 The Operator shall be entitled to process and will process Personal Data as a controller to transport and track the Shipments, support customers, fulfill its legal obligations, keep statistics and reports, perform internal control and record keeping, and defend its legal claims.

15.4 As part of the exercise of the rights and obligations arising from the Postal Services Agreement, the Operator shall be entitled to transfer or otherwise provide access to Personal Data to the Operator's contractual partners providing the Operator with transportation, collection, processing, delivery, or storage of the Shipments for delivery according to the content and principles of personal data processing stipulated in the section 15.7 of these Terms.

15.5 If the Shipment is delivered to a non-EU country, the personal data of the Senders and Recipients or individuals acting on their behalf may be transferred to contractual partners located outside the European Union as processors to perform the Postal Services Agreement. If a country is not covered by a decision of the European Commission on ensuring an adequate level of personal data protection, Personal Data shall be transferred under the conditions specified in Article 46 of the GDPR, when appropriate guarantees for the purposes of transferring Personal Data shall be ensured by contractual relations with such partner through standard data protection clauses adopted by the European Commission according to Commission Implementing Decision (EU) 2021/914 of June 4, 2021, on standard contractual clauses for the transfer of personal data to third parties according to the Regulation of the European Parliament and the Council (EU) 2016/679.

15.6 Depending on the agreed method of the Postal Service, the Operator shall notify the Sender and authorize the use of a secure interface for the transfer of Personal Data to the Operator. The Sender shall be liable for the security of Personal Data when transferring it to the Operator in a manner other than using a secure interface. The Operator shall take appropriate technical and organizational measures to protect Personal Data from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure, or access thereto.

15.7 Access the Website for more details and principles of personal data processing.

15.8 Any personal data provided to the Operator under these Terms shall be treated as postal secrecy under Section 16 of the Postal Services Law and shall be subject to the Operator's confidentiality obligations. The Operator may provide this Personal Data subject only to the conditions established by applicable laws or other regulations to persons authorized under Section 16 of the Postal Services Law, as well as to organizations and bodies authorized to access such data under applicable laws or other regulations. According to Section 16 of the Postal Services Law, the Operator may disclose personal data provided to it under these Terms to third parties involved in the provision of services to the Operator, in particular, when sending, receiving, processing, delivering, or storing payment documents and delivering transferred funds. These entities may process such personal data based solely on the Operator's instructions, unless they are required to process personal data according to applicable law or other regulations. The Operator shall take measures to ensure compliance with this requirement and guarantee that persons authorized to process Personal Data are required to maintain confidentiality, except in cases where they are subject to a legal obligation to maintain confidentiality.

16. Additional and final provisions

16.1 The current version of these Terms shall be available on the Website and at the Branches.

16.2 The Operator shall announce amendments to these Terms, including the Price List, on the Website no later than 30 days before the date of their entry into force. This information shall also be available at each Branch.

16.3 If the Customer fails to express an explicit written disagreement with the amendment of these Terms within 10 days before the amendments come into force, the new version of these Terms shall become binding for all contractual relations between the Operator and the Customer under these Terms.

16.4 To the extent not regulated by these Terms, the provisions of the applicable legal regulations, in particular the Postal Services Law, its bylaws, and the Civil Code, shall apply.

16.5 When concluding an international agreement, the Parties expressly agree that the legal relations between them shall be governed by the laws of the Czech Republic.

16.6 These Terms shall be an integral part of any Postal Services Agreement concluded by the Operator.

16.7 If any provision of these Terms or any part thereof is declared invalid for any reason, it shall be deemed omitted herein. This shall not affect the validity of the remaining parts of these Terms.

16.8 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.

16.9 If any specific provision of these Terms does not expressly stipulate the possibility of concluding another agreement between the parties, these Terms may not be deviated from by agreement of the parties.

16.10 The validity of these Terms shall be determined by the date of their publication from 12.08.2024.

[1] Additional information: <https://unece.org/transport/dangerous-goods/un-model-regulations-rev-22>.