

**General terms and conditions for corporate customers
NOVA GLOBAL CZ s.r.o.**

Date: 1.06.2026)
(the Terms)

General provisions

1.1

These Terms govern 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, Czech Republic, Identification Number: 18006779, Tax Identification Number: CZ18006779, registered in the Commercial Register administered by the Municipal Court in Prague, File No. C 379993 (hereinafter referred to as the **Company** or the **Operator**), to its customers (as defined below). These Terms constitute the terms and conditions for the provision of postal services within the meaning of Section 6 of Act No. 29/2000 Coll., on Postal Services.

1.2

Capitalized terms used in these Terms shall have the meanings ascribed to them below in this Section 1.2:

1.2.1

Address means the place of delivery or dispatch of a Parcel, as specified by the Sender;

Address Label (Label) means a sticker affixed to a parcel, generated by a representative of the Operator or by the Customer via the Mobile Application or the Operator's Website. It contains data pertaining to the Parcel, including:

- Place of dispatch and delivery
- Parcel number
- Contact details of the Recipient and the Sender
- Delivery destination
- Selected additional services.

1.2.2

Price List means the current price list for the Operator's Services. The Price List is an appendix to these Terms and is available on the website at <https://novapost.com/cs-cz/for-business/shipping-cost>

1.2.3

Additional Services mean the supplementary services listed in Sections 6 and 7 of these Terms.

1.2.4

Customer means a Business Customer who enters into a postal services agreement with the Operator. The Customer is generally considered to be the Sender of the Parcel; however, if these Terms or the postal services agreement govern the relationship between the Operator and the Recipient of the Parcel, the Recipient shall also be deemed a Customer.

1.2.5

Business Customer means a customer of the Operator who uses the Services in connection with its business activities and who has entered into a contractual relationship with the Operator.

1.2.6

Consignment Note means the form for entering data, which is completed by a representative of the Operator or by the Sender on the Operator's Website/Mobile Application when the Sender orders a Postal Service provided by the Operator.

The Consignment Note must contain information about the Sender according to clause 1.2.9 below, information about the Recipient according to clause 1.2.14. below, as well as the following information about the Parcel:

- Declared value;
- Description of the Parcel's contents for international deliveries to countries outside the EU (all items constituting the Parcel's contents must be listed);
- Weight and dimensions of the Parcel;
- Payer of the service and method of payment;
- If the Parcel is subject to customs clearance – information on whether customs duties will be paid by the Sender upon dispatch or by the Recipient upon delivery (DAP or DDP Incoterms).

1.2.7

Mobile Application means the Operator's software enabling quick access to shipment information and delivery tracking on smartphones running Android and iOS operating systems. The Mobile Application allows the Customer to conveniently create Address Labels, locate the nearest Branches, calculate the cost of Services, track the location of a Parcel, use a Parcel Locker or call a courier, as well as utilize other features currently offered by the Mobile Application. The use of the Mobile Application is governed by the terms of use available at the following links:

iOS– <https://apps.apple.com/ua/app/nova-post/id1644647080?l=uk>;

Android – <https://play.google.com/store/apps/details?id=eu.novapost>

1.2.8

Oversized Parcel means a parcel with an actual or volumetric weight exceeding 30 kg, which the Sender hands over to the Operator for delivery to the Recipient in accordance with these Terms and the Postal Services Act;

1.2.9

Sender means the person who has entered into a postal services agreement with the Operator and is identified as the Sender in the Consignment Note, which must contain the following mandatory information:

Last name and first name of the Sender;

Company name and tax identification number (for legal entities);

Telephone number and email;

Place of dispatch, including the name of the country, locality, and dispatch address.

1.2.10

Branch means the premises of the Operator where Parcels can be dispatched and received, registered as an Operator's facility and marked as a Branch on the Website. At a Branch, customers can:

Order Postal Services;

Send and receive Parcels;

Pay for Services;

Use Parcel packaging services;

Purchase packaging materials;

Submit written complaints, claims, and suggestions;

Review the Terms of Postal Services;

Order and pay for certain Additional Services;

View the Price List.

1.2.11

Postal Services mean postal services within the meaning of the Postal Services Act.

1.2.12

Business Days mean the working hours and days established for each Branch, Parcel Locker, and PUDO point, which are specified on the Operator's Website at <https://novapost.com/uk-cz/departments?city=142473> for each individual unit.

1.2.13

Operator means the Company; depending on the context, Operator also means an authorized person acting on behalf of the Operator.

1.2.14

Recipient means the natural or legal person identified as the Recipient in the Consignment Note, which must contain the following mandatory information:

Last name and first name of the Sender;

Company name and tax identification number (for legal entities);

Telephone number and email;

Place of delivery, including the name of the country, locality, and delivery address.

1.2.16

Services mean the Postal Services and/or Additional Services.

1.2.17

Postal Services Agreement means the agreement between the Sender and the Operator under which the Operator provides Postal Services to the Sender.

1.2.18

Website means the Operator's official website at novapost.com/en-cz. Where these Terms contain references to the Website, they shall be understood to also refer to the Mobile Application, provided that the Mobile Application has the same functionalities referenced in these Terms.

1.2.19

Postal Services Act means Act No. 29/2000 Coll., on Postal Services and on Amendments to Certain Acts (Postal Services Act), as amended.

1.2.20

Parcel means an item handed over by the Sender to the Operator for delivery to the Recipient in accordance with these Terms and the Postal Services Act. For the purposes of these Terms, Parcel includes both parcels and the documents specified in clause 2.1 below, as well as, unless otherwise stated in the relevant provision of these Terms, an Oversized Parcel.

1.2.21

Agent means a company acting on behalf and for the benefit of the National Payment Institution Transfer24 Sp. z o.o. (in the field of providing payment services).

1.2.22

Money Transfer means a payment service consisting of the acceptance of funds by an authorized person and their transfer to a recipient designated by the payer.

1.2.23

TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ means a company located in Kielce, Poland, registered in the Commercial Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register, under KRS number 0000311111, with a share capital of PLN 240,000, NIP 6572777, operating as a national payment institution licensed under number IP5/2013.

1.2.24

Partner Pick-Up/Drop-Off Point (PUDO) means a parcel collection/dispatch location managed by third parties based on a contractual relationship with the Operator.

A PUDO may provide the following services:

Acceptance of a Parcel from the Sender;

Release of a Parcel to the Recipient;

Access to the postal terms and conditions, including the Price List;

Additional services, if agreed upon between the Operator and the PUDO (such as acceptance of a Parcel with Cash on Delivery or Payment on Delivery), or acceptance of payments from Senders. Unless otherwise stated on the Website and/or at the PUDO premises, these services are not provided at the PUDO.

A PUDO is not authorized to accept complaints or inquiries from Customers regarding the Operator.

1.2.25

Declared Value of a Parcel means the value of the Parcel's contents as stated by the Sender when creating the shipment.

The Declared Value Refund Guarantee means that a Customer entitled to compensation for damage to a Parcel will be reimbursed the full amount of the Parcel's Declared Value in the event of loss, destruction, or damage to the Parcel, in accordance with the terms set out herein. The Declared Value Refund Guarantee may be included in the price of the Parcel or may be subject to a fee calculated as a percentage of the Declared Value, the amount of which is specified in the Operator's Price List. If the Price List indicates a fee based on Declared Value, the Declared Value Refund Guarantee applies only to those Parcels for which this fee has been paid.

1.2.26

Contact Center means the Operator's service department responsible for communicating with Customers and resolving their issues through various communication channels. The current communication channels are always indicated on the Website at the bottom of the page, as well as in this section:

support_cz@novapost.com (email, available 24/7)

+420 225 500 609 (telephone number and working hours are specified on the Website)

1.3

By handing over a Parcel to the Operator (including, under the conditions set out in these Terms, i.e., in the case of international delivery to countries outside the EU, by handing over an open Parcel, which is deemed to be created as a Parcel after its sealing by the Operator), the Customer confirms having read and agreed to these Terms.

1.4

The current version of these Terms is available on the Website and at every Branch, including Partner Pick-Up/Drop-Off Points.

2

Catalog of Postal Services

2.1

The Operator is obliged to provide only those Postal Services specified in clause 2.1. of these Terms. The Operator provides the following Postal Services:

2.1.1

Delivery/Dispatch of documents

- a) Weight: Maximum permissible weight — 1 kg;
- b) Dimensions: Length — up to 32 cm, width — up to 23 cm, height — up to 2 cm;
- c) Packaging: Packaging or cardboard envelope must comply with the requirements set forth in these Terms;
- d) The Operator's liability for damage caused to the Parcel is strictly limited to the maximum amount specified in the Price List or the Agreement.

2.1.2

Delivery/Dispatch of a Parcel

- a) Weight: Maximum permissible weight — 30 kg;
- b) Dimensions: The longest side shall not exceed 120 cm, and the total sum of all sides shall not exceed 152 cm;
- c) Packaging: Must be rectangular in shape; packaging must comply with the requirements set forth in these Terms;
- d) The Operator's liability for damage caused to the Parcel is strictly limited to the maximum amount specified in the Price List or the Agreement..

2.1.3

Delivery/Dispatch of an Oversized Parcel to a Branch

- a) Weight: Maximum permissible weight — 1000 kg;
 - b) Dimensions: The longest side shall not exceed 250 cm, and the total sum of all sides shall not exceed 350 cm;
 - c) Packaging: Must be rectangular in shape; packaging must comply with the requirements set forth in these Terms and, if necessary, also with other requirements determined by the Operator based on the nature of the Oversized Parcel;
 - d) **d) The Operator's liability for damage caused to the Parcel is strictly limited to the maximum amount specified in the Price List or the Agreement.**
- Delivery on a "Branch – Branch" basis is the only available option for delivering Oversized Parcels, unless the Operator and the Sender/Recipient have agreed otherwise separately. Oversized Parcels are accepted for transportation only after prior arrangement with the Operator, considering the Operator's capabilities; the cost of their delivery is determined in accordance with the Price List.

2.2

The Operator provides Postal Services only in the variants specified in this clause 2.2. of these Terms. The Operator provides Postal Services in the following variants:

2.2.1

Address – Address: Acceptance of the Parcel at the Sender's address and its delivery to the Recipient's address.

2.2.2

Address – Branch: Acceptance of the Parcel at the Sender's address and its delivery to the Recipient at a Branch in the Recipient's city.

2.2.3

<p>Address – Parcel Locker: Acceptance of the Parcel at the Sender's address and its delivery to the Recipient's chosen Parcel Locker.</p>
<p>2.2.4 Address – PUDO: Acceptance of the Parcel at the Sender's address and its delivery to the Recipient's chosen PUDO point.</p>
<p>2.2.5 Branch – Branch: Acceptance of the Parcel from the Sender at a Branch in the Sender's city and its delivery to the Recipient at a Branch in the Recipient's city.</p>
<p>2.2.6 Branch – Address: Acceptance of the Parcel from the Sender at a Branch in the Sender's city and its delivery to the Recipient's address.</p>
<p>2.2.7 Branch – Parcel Locker: Acceptance of the Parcel from the Sender at a Branch in the Sender's city and its delivery to the Recipient's chosen Parcel Locker.</p>
<p>2.2.8 Branch – PUDO: Acceptance of the Parcel from the Sender at a Branch in the Sender's city and its delivery to the Recipient's chosen PUDO point.</p>
<p>2.2.9 PUDO – Address: Acceptance of the Parcel at the Sender's chosen PUDO point and its delivery to the Recipient's address.</p>
<p>2.2.10 PUDO – Branch: Acceptance of the Parcel at the Sender's chosen PUDO point and its delivery to the Recipient at a Branch in the Recipient's city.</p>
<p>2.2.11 PUDO – Parcel Locker: Acceptance of the Parcel at the Sender's chosen PUDO point and its delivery to the Recipient's chosen Parcel Locker.</p>
<p>2.2.12 PUDO – PUDO: Acceptance of the Parcel at the Sender's chosen PUDO point and its delivery to the Recipient's chosen PUDO point.</p>
<p>2.2.13 Parcel Locker – Address: Acceptance of the Parcel from the Sender at the Sender's chosen Parcel Locker and its delivery to the Recipient's address.</p>
<p>2.2.14 Parcel Locker – Parcel Locker: Acceptance of the Parcel from the Sender at the Sender's chosen Parcel Locker and its delivery to the Recipient's chosen Parcel Locker.</p>
<p>2.2.15 Parcel Locker – Branch: Acceptance of the Parcel from the Sender at the Sender's chosen Parcel Locker and its delivery to the Recipient at a Branch in the Recipient's city.</p>
<p>2.2.16 Parcel Locker – PUDO: Acceptance of the Parcel from the Sender at the Sender's chosen Parcel Locker and its delivery to the Recipient's chosen PUDO point.</p>
<p>3 General conditions of Postal Services</p>
<p>3.1 The Operator shall provide Postal Services within the terms specified on the Website of Postal Services.</p>
<p>3.2 The Operator provides Postal Services within the territory of the Czech Republic and abroad (through contractual partners), specifically in the countries listed on the Website. These Terms apply to the dispatch of Parcels from the Czech Republic for domestic or international delivery.</p>
<p>3.3</p>

A Postal Services Agreement is concluded exclusively upon the Operator's acceptance of the Parcel for carriage, in person and in the presence of an authorized representative of the Operator. The conditions for acceptance of the Parcel are as follows:

A Consignment Note for the Parcel, duly completed by the Sender or supplemented by an authorized representative of the Operator at a Branch or on the Website;

A generated Address Label affixed to the outer side of the Parcel's packaging, or a Parcel number clearly marked on the outer packaging of the Parcel (with a pen or marker);

The contents of the shipment have been verified by an authorized representative of the Operator (in the case of international delivery to countries outside the EU);

The Parcel is properly packaged in accordance with the requirements of these Terms;

The packaging has been sealed by an authorized representative of the Operator or by the Sender in the presence of an authorized representative of the Operator (only in the case of international delivery to countries outside the EU).

For the purposes of this clause, an authorized representative of the Operator also includes an employee of a contractual partner acting on behalf of the Operator, including a courier. This provision regarding the conclusion of the Postal Services Agreement applies even if payment for the Postal Services was made prior to the conclusion of the Agreement; the procedure to be followed in situations where the Postal Services Agreement has not been concluded is set out below in these Terms.

3.4

In accordance with the Postal Services Act, the Operator is not obliged to enter into a Postal Services Agreement with a Customer if its terms deviate from or seek to modify these Terms.

3.5

Acceptance and delivery of Parcels shall take place on Business Days.

4

Acceptance and delivery of Parcels, provision of Postal Services.

4.1

General rules for ordering Postal Services and submitting a Parcel, Parcel packaging requirements.

4.1.1

The Customer may order a Postal Service:

At a Branch (not a PUDO point);

Through the Website;

Through the Mobile Application; or

Through the Operator's Contact Center.

When doing so, the Customer must specify the chosen Postal Service variant, the address of the Sender and the Recipient, as well as the method and place of delivery.

4.1.2

When ordering Postal Services, the Sender or an authorized representative of the Operator, based on the information provided by the Sender, shall complete a Consignment Note containing the following information:

Information about the Sender:

Last name and first name of the Sender;

Company name and tax identification number (for legal entities);

Telephone number and email;

Place of dispatch, including the name of the country, locality, and dispatch address.

Information about the Recipient:

Last name and first name of the Sender;

Company name and tax identification number (for legal entities);

Telephone number and email;

Place of delivery, including the name of the country, locality, and delivery address.

Information about the Parcel:

Declared Value;

Description of the Parcel's contents to be shipped to countries outside the EU;

Weight and dimensions of the Parcel;

Payer of the services and method of payment.

If the Parcel is subject to customs clearance, it is necessary to specify whether customs duties will be paid by the Sender upon dispatch or by the Recipient upon delivery (DAP or DDP). Any other details that may affect the quality, duration, and cost of the Services shall also be stated, for example: delivery terms, country of origin of the goods, and detailed descriptions.

After completing the Consignment Note, the Customer receives a Parcel number, which can be used to obtain information about the status of the Postal Service.

4.1.3

The Sender must provide the accurate address of the Recipient or the address of the Parcel Locker or Branch where the Parcel is to be delivered. The Sender is responsible for the accuracy of the information provided for the delivery of the Parcel.

4.1.4

After ordering a Postal Service via the Website or Mobile Application, i.e., after completing the Consignment Note, the Sender will be able to obtain an Address Label, which must be clearly and securely affixed to the outer side of the packaging; if necessary, the Parcel number must be clearly indicated on the outer side of the Parcel's packaging (the number can be written with a pen or marker). If the Postal Service is ordered at a Branch, the Address Label is generated by an Operator's employee.

An Address Label created via the Website or Mobile Application is valid for 2 days from the date of its creation, provided the Parcel has not been handed over to an Operator's representative or deposited into a Parcel Locker. After this period, the Address Label expires.

4.1.5

Any markings placed by the Sender on the Parcel's packaging must not cover the Address Label or the Parcel number indicated on the packaging, nor shall they include any content prohibited by law or these Terms.

4.1.6

The Sender must properly package the Parcel to ensure the delivery of its contents in an undamaged condition. Upon the Sender's request, the Operator may package the Parcel as an Additional Service.

4.1.7

In the case of international delivery to countries outside the EU, the Sender must submit the Parcel open. In such a case, the Operator is entitled to inspect the Parcel's contents and packaging for compliance with these Terms before concluding the Postal Services Agreement. The Operator is entitled to refuse to conclude the Postal Services Agreement if the Parcel's contents or its packaging do not comply with these Terms.

4.1.8

The method of packaging the Parcel must comply with the packaging rules specified herein:
The box must be made of corrugated cardboard, free from deformations, cracks, damp spots, or tears. 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 multiple items are involved, each must be packed separately.
Fill the remaining space inside the box with packing material. The Parcel must not move inside during transportation.
Put documents in a cardboard envelope, clothes and textiles in a garment bag. Packaging for documents and textiles should not be used for transporting round, sharp, or fragile items.
The method of packaging the Parcel must allow for the attachment of the corresponding Address Label or the clear indication of the Parcel number on the packaging.

4.1.9

The methods of payment for Postal Services are always specified in this clause 4.1.9. of these Terms. The Customer is obliged to pay for the provision of Postal Services according to the selected type of Postal Service and the Price List, by payment card or online payment card transaction.

If ordering at a Branch, the Customer pays for the service after the conclusion of the Postal Services Agreement.

If ordering from an Address, via the Website or Mobile Application, the Customer pays for the service before the conclusion of the Postal Services Agreement.

4.1.10

The Operator is entitled to refuse to conclude a Postal Services Agreement or may withdraw from an already concluded Agreement if:

a)

The Sender fails to comply with the conditions for providing Postal Services established by the Postal Services Act or regulations adopted thereunder, as well as by these Terms;

b)The contents or packaging of the Parcel do not meet the requirements set forth in these Terms;

c)The Address Label is incomplete or incorrectly filled out, or the Parcel number is not clearly indicated on the Parcel's packaging;

d)The Consignment Note is incomplete, incorrect, or contains false data;

e)The Parcel does not comply with the parameters set forth in these Terms for the type of delivery selected by the Sender;

f)The Parcel's packaging or a visible part of its contents bears inscriptions, images, drawings, or other symbols that contradict the current legislation or other regulations;

g)The Postal Service is to be provided, wholly or partially, in a territory where the Operator is not authorized to provide such a service, except in cases where the Operator has concluded a cooperation agreement allowing the provision of such services in that territory;

h)The acceptance or carriage of Parcels or a specific Parcel is prohibited by applicable laws or other legal regulations.

4.1.11

The Operator, having concluded a Postal Services Agreement with the Sender, is obliged to ensure the identification of the Parcel by placing an Address Label (marking) on its packaging containing the Parcel number and information about the Sender and Recipient. The Operator records information about the receipt of payment for the Postal Service in the payment document issued to the Customer, in the Mobile Application for the specific Customer, and in its own information system.

4.1.12

A Parcel that cannot be delivered to the Recipient shall be returned to the Sender by the Operator upon the Sender's request submitted through the Branch where the Parcel was submitted, through the Contact Center, the Website, or the Mobile Application. For actions related to the return of the Parcel, the Operator will require payment in the amount specified in the Price List (the same price as for a new Parcel delivery) or according to the Agreement with the Business Customer.

An undelivered Parcel will be stored at the Operator's central warehouse for one year pending its return upon the Sender's request; this safekeeping is free of charge unless the Price List specifies a price for such safekeeping. If neither the Sender nor the Recipient expresses a desire to obtain the Parcel (or to have it sent at the price specified in the Price List as for a new delivery, from the central warehouse address under the conditions set out in these Terms, through the Contact Center, Mobile Application, Website, or Branch) within one year from the date it was stored at the central warehouse, or if both explicitly refuse to accept it, such a Parcel shall be deemed a shipment which, according to the Postal Services Act, can neither be delivered nor returned, and it may be opened, sold, or destroyed in accordance with the Postal Services Act and the provisions of these Terms. For a Business Customer, different conditions for the safekeeping and return of Parcels may be stipulated in a separate Postal Services Agreement.

4.1.13

A returned Parcel shall be sent back to the Sender under the same terms on which it was sent to the Recipient, provided that the customs regulations of the country of origin and/or the Recipient's country permit such return. A fee for the returned Parcel shall be charged according to the Price List, including any customs service fees.

4.1.14

If the Operator refuses to conclude a Postal Services Agreement or withdraws from an already concluded Agreement on the grounds specified in clause 4.1.10 of these Terms, the Parcel, if already accepted by the Operator, shall be returned to the Sender. The Operator shall refund the payment for the Postal Service to the Sender if it has already been paid, but is entitled to deduct the costs of returning the Parcel or ensure the return at the Sender's expense in accordance with the Operator's Price List (as for a new Parcel delivery). The Sender may collect the Parcel free of charge at the Operator's branch closest to his/her address. If the Sender fails to collect the Parcel within the

free safekeeping period specified in the Price List or the Agreement, it will be returned to his/her Address at his/her expense if so requested through the Contact Center, Mobile Application, Website, or Branch, at the price set in the Price List for a new Parcel delivery from that Branch to his/her Address; otherwise, it will be handled in accordance with clause 4.1.12 of these Terms.

4.1.15

If the Recipient fails to collect a delivered Parcel within the timeframe specified in the Price List or the Agreement from the moment the Recipient received notification of the Parcel's availability for collection (SMS, email, phone call from an Operator's representative), the Parcel shall be deemed undelivered and will be stored free of charge for the period specified in the Price List or the Agreement (in the case of agreed extended paid safekeeping under these Terms — for no more than the maximum period specified in the Price List or the Agreement). After this period, the Parcel will be moved to the Operator's central warehouse and stored there under the conditions specified in these Terms until the Sender or Recipient either abandons it or requests re-delivery/return, in accordance with clause 4.1.12 of these Terms. Parcels being delivered to a Branch that are not collected by the Recipient within the timeframe specified in the Price List or the Agreement of the Recipient being informed of their availability for collection will also be transported to the central warehouse under the conditions specified above (unless an extended safekeeping period has been agreed upon as mentioned above).

4.1.16

The Operator may open a Parcel after the conclusion of the Postal Services Agreement only in the cases specified in Section 11 of these Terms.

4.1.17

The inspection of the Parcel's contents and packaging prior to the conclusion of the Postal Services Agreement for international deliveries to countries outside the European Union is a right, not an obligation of the Operator, and shall not be deemed a comprehensive verification of the Parcel's compliance with these Terms, legislation, and safety requirements. The Operator's acceptance of the Parcel does not imply that the contents of the Parcel or Oversized Parcel have been checked and comply with these Terms and applicable legislation or other legal regulations. The Sender bears full responsibility for the contents and packaging of the Parcel in accordance with applicable legislation and other legal regulations.

4.2

Size and weight of the Parcel

4.2.1

The cost of the Postal Service may depend on the weight and dimensions of the Parcel according to the Price List.

4.2.2

There are two methods for determining the weight of a Parcel: actual weight and volumetric weight. The cost of Postal Services, if applicable, is calculated based on the higher of the actual or volumetric weight according to the Price List.

4.2.3

Actual weight is defined by weighing the Parcel on the scales.

4.2.4

Volumetric weight is defined by the external dimensions of the Parcel (in the case of an irregular shape, external dimensions are measured at the most protruding points) using the following formula: Volumetric weight [kg] = length [cm] × width [cm] × height [cm] / 4000.

4.3

Declared Value of the Parcel

4.3.1

The Declared Value of the Parcel is specified by the Sender at the time of dispatch. When shipping to countries outside the European Union, the Declared Value must correspond to the total value of all items listed in the content description, with each item's value reflecting its actual (market) value.

When shipping within the EU and the Czech Republic, the Declared Value must correspond to the actual value of the Parcel's contents.

The Declared Value of the Parcel affects the amount of the Declared Value fee according to the current Price List; if the Price List provides for a Declared Value fee, the Declared Value Refund Guarantee applies only to those Parcels for which this fee has been paid.

If the Sender specifies a Declared Value that exceeds the maximum allowable amount set by the Price List, the fee is payable only up to the amount corresponding to the fee for the maximum Declared Value stated in the Price List, and the Declared Value Refund Guarantee is limited to that maximum Declared Value established by the Price List.

Subject to the Postal Services Agreement, the Operator is entitled to agree with a Business Customer on the amount of the Declared Value and the fee amount in a manner different from the Price List.

4.4

Detailed conditions for Parcel collection from an Address

4.4.1

In the case of collection from an Address, the weight of a single Parcel must not exceed 30 kg, the maximum length, including packaging, must not exceed 120 cm, and the sum of dimensions must not exceed 150 cm, unless otherwise agreed by the Operator and the Sender.

4.4.2

The Sender is obliged to ensure that the Operator's representative can access the location specified as the collection address by vehicle, to a distance of no more than 50 meters from the designated Parcel collection address.

4.4.3

If the total weight of the Parcel exceeds 30 kg, the Sender is obliged to arrange for the loading of the Parcel onto the Operator's vehicles on his/her own.

4.4.4

The Sender shall ensure the packaging, labeling, and provision of information regarding the Parcels in accordance with the provisions of these Terms. The Sender shall complete the Consignment Note and generate the Address Label via the Website or Mobile Application and affix it to the outer side of the packaging; the Parcel number may, if desired, be clearly indicated on the outer side of the packaging (the parcel number generated in the Mobile Application or on the Website may be written on the packaging with a pen or marker).

4.4.5

The Sender is obliged to enable the Operator to accept the Parcels, including inspecting them prior to the conclusion of the Postal Services Agreement, in accordance with these Terms, within the agreed time (or day of dispatch) and at the designated location.

4.5

General conditions for Parcel delivery

4.5.1

The delivery takes from 1 Business Day within the Czech Republic and from 5 Business Days when delivered abroad. The final delivery time, if any, is determined by the information indicated on the Website on the date of conclusion of the Postal Services Agreement and may be adjusted during delivery depending on factors such as:

Extensions of customs clearance procedures;

Cargo transportation on weekends or holidays;

The impact of force majeure circumstances;

Delays at border crossings;

Delays caused by partner companies;

Non-payment of fees and charges for the Parcel by the customer;

Incorrect delivery address or Recipient/Sender phone number;

As well as other reasons.

4.5.2

Delivery of Parcels with a guaranteed delivery time is possible on the terms agreed with the Customer in a separate Postal Services Agreement.

4.5.3

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

4.5.4

If the Parcel cannot be delivered in time to the place specified by the Sender using the chosen method due to carrying capacity (for example, the designated Parcel Locker being full) or other valid reasons, the Parcel will be delivered to another place, in another way, or at another time, about which the Recipient will be informed via SMS or by phone to the number specified by the Sender. In this case, if the Parcel 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 breach of the performance conditions.

4.5.5

When delivering international Parcels, the Customer bears all costs associated with customs clearance, as well as the risk associated with the activities of customs authorities and border guards related to the Parcel and its contents. The Customer responsible for paying customs duties, value-added tax, and costs related to customs clearance is the Recipient of the Parcel if the DAP (Delivery At Point) method applies (duties paid by the Recipient), or the Sender if the DDP (Delivered Duty Paid) method applies (duties paid by the Sender); in the case of receiving a Parcel from abroad in the Czech Republic, the customer responsible for paying customs duties and value-added tax is the Recipient of the Parcel (if the DAP method applies) or the Sender (if the DDP method applies).

4.5.6

If the Parcel, according to information provided by the Sender or the results of an inspection conducted prior to the conclusion of the Postal Services Agreement, contains items that may only be purchased by adults or persons above a certain age, the Operator may require the Recipient of the Parcel to present an identity document confirming his/her age; such Parcels, due to the need for age verification, cannot be delivered to a Parcel Locker.

In the event of refusal to present the document, the Operator shall not release the Parcel, and the Parcel will be stored at the Operator's central warehouse or returned to the Sender upon his/her request in accordance with the provisions of clause 4.1.12 of these Terms; the same applies to Parcels for which the Recipient, who is obliged to pay customs duties, value-added tax, and costs related to customs clearance, refuses to make such payment.

4.5.7

A Parcel may only be dispatched via a PUDO point with a Declared Value of up to CZK 10,000 and a weight not exceeding 10 kg (unless otherwise provided by an agreement with such PUDO point), whereby the maximum length of one side of the Parcel must not exceed 60 cm.

4.6

Detailed rules for Parcel delivery to Branches and PUDO points

4.6.1

The Sender is obliged to inform the Recipient of the Parcel number and the approximate delivery date, as well as to familiarize the Recipient with these Terms. The Recipient will be informed about the possibility of collecting the Parcel via SMS or email sent to the phone number or email address provided by the Sender.

4.6.2

To collect a Parcel addressed to a natural person at a Branch or PUDO point, the Recipient must provide the Operator's representative with the Parcel number or the Recipient's mobile phone number and thereafter:

Provide the Operator's representative with the code from the SMS message or email sent by the Operator's representative to the Recipient's mobile number which the Sender specified at the time of dispatch; or
Present an identity document of the Recipient to the Operator's representative.

4.6.3

A person collecting a Parcel on behalf of a Recipient that is a legal entity must verify his/her identity to the Operator's representative by presenting a valid identity document and the original power of attorney from the legal entity authorizing him/her to collect the Parcel on behalf of that legal entity. If the Parcel is being delivered to a legal entity but with a natural person specified as the Recipient, the rules set forth in clause 4.6.2 shall apply.

4.6.4

Delivery of a Parcel without verification of the Recipient's identity by an identity document may be carried out if the Declared Value of the Parcel is less than CZK 25,000, the Recipient knows the Parcel number and/or his/her

mobile phone number, and provides the Operator with the confirmation code sent via SMS to the number specified as the Recipient's number.

4.6.5

To collect a Parcel with a value of CZK 25,000 or more, the Recipient, in addition to providing the Parcel number and/or the Recipient's mobile phone number, must also present an identity document and provide the confirmation code sent via SMS or email to the phone number or email address specified as the Recipient's phone number or email address.

4.6.6

A person not specified as the Recipient of the Parcel may collect the Parcel after providing the Parcel number and presenting the code from the SMS or email sent to the Recipient's phone number or email; this does not apply to Parcels with a Declared Value of CZK 25,000 or more.

4.6.7

Dispatch and delivery of Parcels at a Branch are possible during the Branch's working hours.

4.6.8

Only Parcels weighing up to 10 kg and with a maximum length of one side not exceeding 60 cm may be delivered to a PUDO point.

4.6.9

A Parcel will be stored free of charge for the period specified in the Price List or the Agreement from the moment the Recipient was informed of the Parcel's availability for collection (SMS, email, phone call from an Operator's representative). The safekeeping period for a Parcel may be extended only at Branches for a fee according to the Price List. In other cases, redelivery may be ordered from the Branch to a PUDO point, a Parcel Locker, or an Address, for the price set in the Price List, as for a new Parcel delivery. A Parcel may be collected free of charge at the Operator's Branch nearest to the Recipient's address within the timeframe specified in the Price List or the Agreement of its delivery to the Branch, or from its transfer to the Branch after the Parcel was not collected within the set period for another delivery method (Parcel Locker, PUDO, Address).

4.7

Detailed rules for Parcel delivery to a specified Address

4.7.1

In the case of Parcel delivery to an Address, the Recipient will receive an SMS or email to the phone number or email address specified by the Sender, with information about the scheduled delivery time of the Parcel.

4.7.2

If a Parcel is being delivered to an Address and the Recipient or a member of the same household who can accept the Parcel is not present, the Operator is obliged to deliver the Parcel to:

- The nearest Branch;
- The nearest Parcel Locker; or
- The nearest PUDO point,

provided there is available capacity suitable for the Parcel's size, where it will be stored in accordance with these Terms.

4.7.3

The Operator verifies the identity of the person receiving the Parcel at the Address using the methods specified in clauses 4.6.2 to 4.6.6 of these Terms. In the case of Parcel delivery to the Address of a Recipient that is a legal entity, for a Parcel with a Declared Value of less than CZK 25,000, it is sufficient that the Parcel number and the code from the SMS or email are communicated to the Operator's representative directly by the person receiving the Parcel at the Address, or by telephone by the Recipient's contact person using the phone number specified by the Sender as the Recipient's phone number at the time of Parcel delivery.

4.7.4

If the Recipient accepts the Parcel, the Operator is entitled to require confirmation of receipt from that person. Refusal to provide confirmation of delivery constitutes refusal to accept the Parcel. In such a case, the Operator acts in the same manner as in the event of non-collection of the Parcel by the Recipient at a Branch, i.e., stores the Parcel according to the conditions set forth in clause 4.1.12 of these Terms.

4.7.5

In the case of delivery of a Parcel designated for delivery to the Recipient only, the Recipient is obliged, upon request by the Operator's representative, to present an identity document. Failure to present such a document entitles the Operator's representative to refuse to release the Parcel. In such a case, the Operator acts analogously in accordance with clause 4.7.4 of these Terms.

4.7.6

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

4.7.7

Delivery of a Parcel to an Address is possible only if the Address can be accessed by vehicle within a distance of no more than 50 meters. Delivery of a Parcel to an Address is possible only for Parcels that meet the same dimensional and weight parameters as Parcels dispatched from an Address.

4.7.8

At the Recipient's request, delivery of a Parcel to an Address may be postponed for up to 5 Business Days.

4.8

Detailed conditions for Parcels delivered to a Parcel Locker

4.8.1

A Parcel being delivered to a Parcel Locker in the Czech Republic or in another country to which the Operator provides delivery, except for Ukraine, must meet the following requirements:

- a) Maximum permissible weight — 10 kg;
- b) Dimensions — 40 × 30 × 60 cm; and
- c) The value of the Parcel must not exceed CZK 25,000.

4.8.2

A Parcel being delivered to a Parcel Locker in the territory of Ukraine must meet the following requirements:

- a) Maximum permissible weight — 20 kg;
- b) Dimensions — 40 × 30 × 60 cm; and
- c) The value of the Parcel must not exceed CZK 5,000.

Information on the location of Parcel Lockers is available on the Operator's Website. Up-to-date information regarding the availability of Parcel Lockers is also published on the Website.

4.8.3

Delivery of Parcels to a Parcel Locker is not permitted if more than one Parcel is created under a single Address Label.

4.8.4

After the Parcel has been delivered to the Parcel Locker, the Recipient receives an SMS to the phone number specified by the Sender.

4.8.5

To collect a Parcel from a Parcel Locker, it is necessary to install the Operator's mobile application and authenticate using the mobile phone number specified as the Recipient's/Sender's number.

4.8.6

If payment for the Parcel is to be made by the Recipient, such payment must be made by bank card via the Operator's Mobile Application prior to collecting the Parcel. Detailed rules and conditions for using the Mobile Application are available on the Website.

4.8.7

If the Recipient does not collect the Parcel from the Parcel Locker within 48 hours of its delivery by the courier to the Parcel Locker, the Parcel will be redirected to the nearest Branch, where it will be stored in accordance with these Terms.

4.8.8

If, upon collecting a Parcel delivered to a Parcel Locker, the Recipient discovers any malfunction of the Parcel Locker (including difficulty opening the locker), the Recipient is entitled to contact the Operator's Contact Center at the phone number specified on the Operator's Website to receive the necessary assistance.

4.8.9

The terms of use for Parcel Lockers employed by partner operators are available on the websites of the respective partners, links to which are provided on the Operator's Website.

4.9

Detailed conditions for Parcels dispatched from a Parcel Locker

4.9.1

A Parcel being dispatched from a Parcel Locker in the territory of the Czech Republic must meet the following requirements:

a)

Maximum permissible weight — 10 kg;

b)

Dimensions — 40 × 30 × 60 cm; and

c)

The value of the Parcel must not exceed CZK 25,000;

d)

In the case of international delivery to countries that are not members of the European Union, the Parcel must be submitted in open packaging.

4.9.2

Dispatch of Parcels from a Parcel Locker is not permitted if more than one Parcel is created under a single Address Label.

4.9.3

After the Parcel is deposited into the Parcel Locker, the Recipient receives an SMS or email to the phone number or email address specified by the Sender.

4.9.4

To dispatch a Parcel from a Parcel Locker, it is necessary to install the Operator's Mobile Application and authenticate using the mobile phone number specified as the Recipient's or Sender's number. The service is ordered by selecting the appropriate Parcel Locker from the list and making an online payment for the Parcel delivery. If there are no available lockers in the selected Parcel Locker, the Parcel may be dispatched from any other Parcel Locker within the same partner network.

4.9.5

The Sender pays for the Parcel delivery by bank card using the Operator's Mobile Application after completing the Consignment Note within the Mobile Application. Detailed rules and conditions for using the Mobile Application can be found on the Operator's Website.

4.9.6

If the Sender fails to deposit the Parcel into the Parcel Locker within 24 hours of ordering the postal service, the corresponding order is cancelled, and the paid funds are automatically returned to the account from which the payment for the service was made.

4.9.7

If, while depositing the Parcel into the Parcel Locker, the Sender discovers any malfunction of the Parcel Locker (including difficulty opening the locker), the Sender is entitled to contact the Operator's Contact Center at the phone number specified on the Operator's Website to receive the necessary assistance.

4.9.8

The terms of use for Parcel Lockers employed by partner operators are available on the websites of the respective partners, links to which are provided on the Operator's Website.

5

Payments

5.1

The cost of Services is defined according to the current Price List.

5.2

The Sender is obliged to provide the Operator with all necessary information for calculating the total cost of the selected Services.

5.3

The cost of Postal Services is determined based on the Parcel's parameters, the Declared Value of the Parcel, the country of destination, and the selected Postal Service variant.

5.4

In the event of late payment (or part thereof) for a Service by a Customer for a period exceeding the term specified in the Agreement, the Operator is entitled to suspend the provision of all Services until the debt is fully settled.

5.5

Representation in customs clearance and Customs processing

By accepting these Terms, the Sender and the Recipient of the Parcel expressly agree that NOVA GLOBAL CZ s.r.o. is authorized to act as an indirect representative in accordance with Articles 18 and 19 of Regulation (EU) No. 952/2013 (the Union Customs Code).

NOVA GLOBAL CZ s.r.o. is authorized to act in its own name but on behalf of the Sender or the Recipient of the Parcel, including to:

- Submit customs declarations and other documents as part of customs clearance;
- Communicate with customs authorities;
- Perform all actions related to the import of the Parcel into the European Union;
- Pay customs duties, value-added tax, and other charges related to import.

In other cases, the Recipient (unless otherwise agreed in the Postal Services Agreement) is obliged to pay the fee for representation as specified in the Price List.

The Sender and the Recipient acknowledge that the obligation to pay customs duties and value-added tax (VAT) may arise for the Recipient of the Parcel under current legislation, notwithstanding that the customs declaration was filed by NOVA GLOBAL CZ s.r.o. as an indirect representative. If customs duties and/or VAT were paid by the Operator, for the release of the Parcel to the Recipient, the Operator is entitled to demand reimbursement of these costs from the Customer who is obliged to pay them according to these Terms and current legislation, as well as the fee for representation in customs clearance. In case of non-payment of these costs, the Parcel cannot be delivered and will be handled in accordance with clause 4.1.12 of these Terms.

By accepting these Terms, NOVA GLOBAL CZ s.r.o. receives the contractual right to act in customs procedures without the need for a separate power of attorney.

If the Customer does not wish to be represented by the Operator in customs clearance, he/she has the right to notify the Operator of the disagreement by sending a message to the email addresses broker_cz@novapost.com and/or customer_care_cz@novapost.com; in such a case, representation will not be provided.

6**Additional services****6.1**

Upon the Customer's request, the Operator provides the following Additional Services, which are not Postal Services and are provided for a separately determined fee specified in the Price List or on the Operator's Website:

6.1.1

Packaging Service means placing the Parcel at the Branch into an appropriate type of packaging that will contribute to the safety of its transportation and safekeeping, as well as ensure its protection. The Parcel is packaged using packaging materials (bags, envelopes, film, cushioning materials, or boxes) from the range offered by the Operator.

6.1.2

Safekeeping Period Extension is the possibility to store the Parcel at the Branch beyond the free 7-day storage period. The cost of the service is set by the Price List.

An agreement for the Safekeeping Period Extension may be concluded by the Sender or the Recipient of the Parcel remotely via the Operator's Website, with payment of the cost according to the Price List online by bank card.

If the Parcel is not collected by the Recipient after the expiration of the extended safekeeping period for which the corresponding fee was paid, and no further extension has been arranged, the Parcel is transferred for further safekeeping to the Operator's central warehouse. Delivery of the Parcel from the central warehouse is carried out in accordance with the provisions of clause 4.1.12 of these Terms, only upon the Customer's request, at the cost of a new delivery, with a maximum safekeeping period of one year. The Customer is obliged to pay the cost for the entire utilized period of Parcel safekeeping at the Branch after the expiration of the free safekeeping period. If provided for in the Price List, the Customer requesting the release of the Cargo from the central warehouse also pays for the safekeeping period at the central warehouse; if the Price List does not specify a price for safekeeping at the central warehouse, such safekeeping is free of charge.

The Customer has the right to withdraw from the agreement for the Safekeeping Period Extension within 14 days from the date of its conclusion without stating reasons, provided that before the withdrawal, the Parcel has not been collected by the Recipient or sent back to the Sender; in such a case, the uncollected Parcel is stored at the Operator's central warehouse. The Customer is obliged to pay the cost for the already utilized period of Parcel safekeeping.

The maximum safekeeping period for a Parcel at a Branch is 30 days; after its expiration, the Parcel is transferred for further safekeeping to the Operator's central warehouse in accordance with the provisions of clause 4.1.12 of these Terms.

6.1.3

Sale of Packaging means the sale of packaging materials suitable for packing Parcels, which can be purchased at a Branch even without submitting a Parcel.

7

Additional Services related to Postal Services

7.1

Business Account means a user account accessible via the Operator's Website, through which the Customer can independently create Address Labels, order Additional Services, etc. This service is provided free of charge.

7.2

Parcel Number Recovery Notification provides the Recipient or the Sender with the ability to obtain information about the Parcel number after submitting a corresponding request to the Operator at a Branch and verifying the identity. This service is provided free of charge.

7.3

Parcel Tracking allows tracking the location of a Parcel using its number. This service can be accessed via the Website or Mobile Application. This service is provided free of charge.

7.4

Parcel Inspection allows the Recipient to open the Parcel and inspect its condition for external damage and conformity of the goods to the order, only at the Operator's Branch or at the place of Addressed Delivery in the presence of an Operator's representative. The Operator does not perform the Parcel Inspection unless otherwise agreed in the Postal Services Agreement. This service is provided free of charge.

7.4.1

Parcel Inspection is prohibited when it involves:

a)

Devices, data carriers, and connection mechanisms that are not part of the Parcel (except SIM cards, headphones, batteries, flash drives (for example, to check for defects in a TV display));

b)

Use of consumables contained within the Parcel (for example, perfume bottles for testing sprays, testing cosmetics);

c)

Use of the Parcel's contents with the Recipient's personal items, including data carriers (connection, reading, copying is prohibited);

d)

Spilling fuels, lubricants, or other liquids contained in the Parcel that are necessary for the use of the goods;

e)

Setting passwords on electronic devices that have such a function (phones, tablets, computers, or laptops);

f)

Removing factory, advertising, or informational stickers from the Parcel or its contents (except stickers placed on the packaging of computer, electronic, and optical products);

g)

Opening sealed Parcels where the initial seal is secured by one of the following methods (only external inspection for damage is permitted):

1

Seals (bags stitched with string, metal or paper seals on cans, perforation on the neck of lids of liquid containers, etc.);

2

Thermal film (except computer, electronic, and optical products and accessories thereto) — a type of packaging film that shrinks under the influence of temperature and conforms to the shape of the packaged product;

3

Blister package — packaging or a box stamped to replicate the shape and dimensions of the item to be placed inside, or to create the necessary cavity for the product's contents; made of heat-resistant plastic and may have a solid printed, metal, or plastic layer (coverage);

4

Multi-layer polyethylene packages — packaging where two or more layers of film are bonded into one through exposure to high temperature, the use of adhesive, or solvent.

h)

Disassembly, except for installing a SIM card or battery without the use of tools not included with the device set;

i)

Inspection of a Parcel outside the premises of a Branch (for Parcels sent to a Branch);

j)

In case of delivery to the Address:

1

Extracting the box in which the Parcel is packed;

2

Connecting portable household appliances to the electrical mains (only checking for external defects and mechanical damage to the Parcel is permitted).

When using the Parcel Inspection service, the Parcel is always opened by the Recipient. The Operator does not examine the contents of the Parcel when this service is used, unless the Recipient themselves allows the Operator to view its contents.

7.5

Information means notifying the Recipient and the Sender about the arrival time, delivery, and storage of the Parcel. This service is provided via SMS messages, notifications within the Mobile Application, or via WhatsApp, telephone, or email correspondence based on a contractual relationship with the Operator.

7.6

Changing Data allows the Sender to change the data specified on the Address Label from the moment of its creation until the Recipient receives the Parcel. Data changes can be made in the Mobile Application, on the Website, or through the Operator's Contact Center. This service is not available once the Parcel has already been handed over to a courier for delivery.

This service is provided free of charge if the delivery address to an Address is changed within the same locality; in other cases, the service is paid for according to the Price List as a Parcel delivery from the location where the Parcel is situated at the time of the data change to the location to which the Parcel is to be delivered according to the changes made. In the event of a change to the identity of the Recipient, the Recipient's contact details must also be changed.

7.7

Return Services

7.7.1 Scope of Return Services. In addition to standard Postal Services, the Operator shall, upon the Customer's request and in accordance with these Terms or an individual order, provide additional return services (the "Return Services"). These Return Services are optional and are subject to technical feasibility, compliance with applicable customs/postal laws, and the payment of fees set forth in the Price List. Return Services may include: * a) Automatic Return: The automatic return of shipments to the Customer after a period specified in the individual Agreement from the moment of delivery to the designated destination unit or in the case of the Recipient's refusal to accept the shipment. * b) Easy Return: The return of goods initiated after they have been actually delivered to the Recipient (i.e., upon receipt of the international express shipment). This return is initiated by the Recipient or the Customer and is executed as a completely new international shipment, subject to applicable customs laws. * c) Alternative Address: The introduction and use of a specifically designated address provided by the Customer for the routing and delivery of all returned goods.

7.7.2 Easy Return Operational Requirements. An Easy Return may only be organized and executed after the fulfilment of the following cumulative conditions: * a) Receipt of a confirmation (written or electronic via the Mobile Application/Website) from the Recipient of their intention to return the goods; * b) Receipt of a consent from the Customer to accept the returned goods; * c) Provision of packaging materials that strictly meet the Operator's transport and safety requirements set forth in these Terms; * d) Completion of customs clearance in accordance with the laws of the country of dispatch, including the issuance of an export customs declaration.

7.7.3 Exclusions from Easy Return Services. The Operator shall not be liable for any failure to execute an Easy Return, and shall have the right to refuse the service, if: * a) Customs or other state authorities of the dispatch or destination country deny the export or import of the goods; * b) The return is contrary to local laws, trade restrictions, or customs regulations; * c) The goods are damaged, deteriorated, or otherwise unsuitable for safe transportation.

7.7.4 Allocation of Costs. The Customer shall bear all costs of the Easy Return in accordance with the current Price List valid at the time of the return execution, unless the Parties expressly agree otherwise in writing. Voluntary Easy Returns initiated by the Recipient may be performed within the timeframe specified in the individual Agreement from the date of original delivery, provided that the goods and packaging remain completely intact.

7.7.5 Specific Customs Regimes (Returns from Ukraine). Any Return Services executed from the territory of Ukraine shall be performed exclusively by creating a completely new international shipment dispatched as a standard international parcel, strictly in accordance with applicable cross-border customs regulations.

7.7.6 Customs Documentation and Liability. If a proof of sale (invoice, receipt, or equivalent documentation) necessary for customs clearance is missing, the Operator is authorized to contact the Customer to request it. Delay or failure to provide such documents may result in extended customs processing and additional charges, for which the Customer shall be solely and exclusively responsible. All costs arising from customs delays, additional duties, taxes, storage fees, or administrative penalties due to missing documentation or non-compliance with customs formalities shall be borne entirely by the Customer.

7.7.7 Exclusion of Operator's Liability for Customer-Recipient Disputes. The Operator acts strictly as a logistics provider and is not a party to the legal or commercial relationship between the Customer (Seller) and the Recipient (Buyer). The Operator shall not be liable for, nor involved in, any financial settlements, refunds, product exchanges, quality claims, or grounds for return between the Customer and the Recipient. The Operator's sole responsibility is limited to the proper transport and delivery of the returned shipment.

7.8

Parcel Forwarding means a service that can be ordered by the Sender or the Recipient of the Parcel by changing the Parcel's delivery address in the Mobile Application, on the Website, or through the Operator's Contact Center. The cost of the service is determined according to the Price List as the cost of a new delivery of the Parcel from the location where the Parcel is situated at the time of the data change to the location to which the Parcel is to be delivered according to the changes made. This service is provided free of charge if the delivery address for Address delivery is changed within the same locality. In the event of a change to the Parcel's delivery address (locality or country), the Customer is obliged to pay the cost of Parcel delivery according to the Price List from the location where the Parcel is situated at the time of the data change to the location to which the Parcel is to be delivered according to the changes made. This service is not available once the Parcel has already been handed over to a courier for delivery.

7.9

Online Payment means a service that provides the Sender or the Recipient with the ability to pay for Postal Services, intermediary goods transportation services, or Additional Services in the Mobile Application, the Company's user account, and on the Website using Internet-acquiring technology. The agreement for the provision of funds transfer services using Internet-acquiring technology is concluded by the Operator as a business entity with a partner financial institution.

7.10

Cash on Delivery (COD) and Payment Management Services

7.10.1 Definition and Authorization. The Cash on Delivery (“COD”) service provides the Recipient with the ability to pay for the Parcel the price determined by the Customer (the “Merchant Price”), alongside the cost of the Postal Service, applicable customs duties, and related expenses upon receipt. By ordering a shipment with the COD service, the Customer expressly mandates, authorizes, and instructs the Operator to manage the collection of payments from Recipients on behalf of and for the account of the Customer through the applicable payment options of the Operator and its partnering Payment Service Provider.

7.10.2 Payment Service Provider Integration. The Customer acknowledges and agrees that the technical and financial infrastructure for card processing, digital wallets (e.g., Apple Pay, Google Pay), and cash collection, alongside its further transfer, is operated via the Operator's partnering National Payment Institution — TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (KRS 0000311111, licensed by the Polish Financial Inspectorate under No. IP5/2013), for which the Operator acts as an Agent.

7.10.3 Settlement Amount and Remittance Terms. The Operator shall be responsible for ensuring the collection of funds from Recipients and the timely remitting of the Settlement Amount to the Customer’s designated bank account. The “Settlement Amount” means the total funds collected from Recipients less the applicable Company Fee (if deducted directly). The Operator shall electronically disburse the Settlement Amount in CZK to the Customer's bank account on a daily, weekly, or bi-weekly basis as specified in the individual Pricing Agreement / Supplementary Agreement concluded between the Parties.

7.10.4 Company Fee and Invoicing. The Customer shall pay the Operator a remuneration for the payment management services (the “Company Fee”) calculated at the rates specified in the Price List or the individual Pricing Agreement. Unless deducted directly from the collected funds by the Operator or the Payment Service Provider, the Customer is strictly obliged to pay the Company Fee based on a separate invoice issued by the Operator within the period specified in the invoice or the individual Agreement.

7.10.5 Currency Conversion. All payments under these Terms shall be made to the Customer in CZK. In the event that payments from Recipients are collected in currencies other than CZK, the Operator shall convert such amounts into CZK at the Operator’s cost based upon the official exchange rate announced by the Czech National Bank (*Česká národní banka*) applicable on the day when the Settlement Amount is due to be transferred.

7.10.6 Refund Management. All refunds to Recipients shall be initiated, approved, and authorized exclusively by the Customer. The Operator has no right to perform any financial refunds to Recipients without the Customer's prior express written or electronic approval.

7.10.7 Chargeback Liability and Indemnification. The Customer bears full and ultimate commercial liability to the Operator for any claims, transaction reversals, or rollbacks initiated by Recipients who paid by bank cards, provided such claims relate to the contents, quality, or delivery grounds of the Parcel. The Customer undertakes to immediately reimburse, defend, and indemnify the Operator for all fees, administrative expenses, and financial losses incurred due to a transaction cancellation or chargeback recognized by the card issuer or electronic payment instrument provider.

7.10.8 Recipient's Refusal to Pay. Payment made by the Recipient to the Operator (or its authorized subcontractors) is equivalent to payment made directly to the Customer. If the Recipient refuses to pay the COD price, customs duties, or logistic fees, the Parcel shall not be released. In such an event, the Customer shall remain fully liable to reimburse the Operator for all return, processing, and handling costs, and the shipment will be managed as undeliverable under clause 4.1.12.

7.11

Payment on Delivery provides the Recipient with the ability to pay the cost of the Postal Service (including any customs duties and related costs) upon receipt of the Parcel from an authorized representative of the Operator making the delivery, under the following conditions:

7.11.1

Payment for Parcel delivery may be made via the online interface in the Operator's Mobile Application using a payment card or Apple Pay or Google Pay payment services, or in cash. If the Recipient refuses to pay the delivery

cost, the Parcel will not be released, and the cost of its delivery shall be reimbursed to the Operator by the Sender. A Parcel not delivered to the Recipient is subject to safekeeping at the central warehouse and, if necessary, return under the conditions set forth in clause 4.1.12 of these Terms.

7.12

Refusal to Accept the Parcel provides the Sender and the Recipient with the ability to refuse to accept the Parcel. A refusal is considered filed if the Sender or the Recipient submits it in writing at a Branch, by telephone, or in electronic form (including through the company's account or Mobile Application). If both the Sender and the Recipient refuse to accept the Parcel, it shall be deemed a Parcel that cannot be delivered or returned and shall be subject to opening (in accordance with § 8 of the Postal Services Act), sale (in accordance with § 9 of the Postal Services Act), or destruction (in accordance with § 10 of the Postal Services Act).

8

THE LIST OF PROHIBITED CONTENTS OF PARCELS AND PERMITTED DANGEROUS GOODS WITH SPECIAL PACKAGING REQUIREMENTS. A Parcel may not contain:

8.1

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.

8.2

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

8.3

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.

8.4

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

8.5

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.

8.6

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.).

8.7

Batteries: any used batteries.

8.8

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

8.9

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

8.10

Hydrogen peroxide: any concentration and packaging form.

8.11

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

8.12

Any pyrotechnic products.

8.13

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).

8.14

Other items prohibited by current legislation or legal regulations of any of the countries in which the Parcel is handed over, transported, or delivered;

8.15

Items that are contaminated and may damage other items or pose a risk to human or animal health.

8.16

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 Decree of the Ministry of Foreign Affairs No. 13, Collection 8/2, are met:

8.16.1

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;

8.16.2

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

a)

Paints in metal containers with a maximum volume of up to 10 liters (quantity unlimited);

b)

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

c)

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

8.17

If the Operator has reasonable suspicion that a Parcel contains or may contain goods that, according to current legislation, must be reported to state authorities, it is obliged to notify the relevant authorities.

8.18

If damage is caused to the Operator, its employees, or third parties in connection with the provision of the Postal Service as a result of a Parcel with unacceptable or improperly packaged contents, the Sender is obliged to fully compensate for such damage.

9

Complaints – GENERAL PROVISIONS

9.1

For the purposes of this section on complaints, as well as the section on consumer complaints, the following definitions apply:

9.1.1

Damage means any change in condition, that is, a change in the quality, size, structure, stability, composition, or items of the Parcel 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 expressly stated otherwise in these Terms, Damage also includes the loss or reduction of a part of the Parcel's contents.

9.1.2

Destruction means such a change in the condition of the Parcel'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 situation where the Operator notifies the Sender and the Recipient that the Parcel will not be delivered to the Recipient and will not be returned to the Sender due to its loss or theft, or where the Parcel has not been processed in any of the manners provided for in these Terms 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.

The Customer toward whom the Operator is liable for damage caused during the provision of Postal Services, and who is entitled to compensation for damage caused to the Parcel in the event of Damage, Destruction, or Loss of the Parcel, is the Sender until the Parcel is delivered to the Recipient.

After delivery, the Customer entitled to compensation for damage to the Parcel is the Recipient. In the event of Loss of the Parcel, given the impossibility of delivering it to the Recipient, the right to compensation for damage always belongs to the Sender.

The Customer entitled to assert claims regarding improper performance of the Postal Service is the Customer who paid for the relevant Postal Service or is obliged to pay for it in accordance with these Terms.

Other potential damages may be claimed by the Customer to whom they were caused as a result of the Operator's breach of obligations.

The right to compensation for damages, as well as rights arising from improper performance, does not apply to a Customer who has already exercised such rights in connection with the delivery of a specific Parcel against any contractual partner of the Operator and whose claim was fully satisfied by that partner in a demonstrable manner; if their claim was only partially satisfied, he/she is entitled to file a claim with the Operator to the extent it was not satisfied.

9.1.5

Improper Performance means the provision of the Service by the Operator in breach of the Agreement and these Terms, including, but not limited to, Damage, Destruction, or Loss of the Parcel, an unsuccessful attempt to deliver the Parcel to the Recipient, or unauthorized return of the Parcel 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.

In the event of Damage, Destruction, or Loss of the Parcel, compensation for damages is paid in an amount not exceeding the Declared Value of the Parcel. If the Parcel is subject to the Declared Value Refund Guarantee, the authorized Customer will receive the full amount of the Declared Value; otherwise, compensation is paid only in the proven amount not exceeding the Declared Value.

The Operator is liable only for actual damage caused to the Parcel, and not for lost profits, anticipated income, non-material damage, or other indirect losses.

9.3

Procedure for submitting Complaints

9.3.1

Each Complaint must contain data on the Customer, the subject of the Complaint, a description of the Improper Performance; in the event of Damage/Destruction/Loss, a description of the nature, extent, and scope of the Damage/Destruction/Loss; and in the event of Damage, Destruction, or partial Loss of the Parcel's contents, also photographic documentation of the Parcel's contents and the transport packaging. A notification of Damage/Destruction/Loss shall also be considered a Complaint if it contains all the necessary elements of a Complaint.

9.3.2

If the Complaint does not contain all the necessary information or requires supplementation with other information or documents, the Operator is entitled to request the Customer to supplement it. The Customer shall have 10 Business Days from the date of receipt of the request to supplement the Complaint. The period from the submission of a request to supplement the Complaint until its actual supplementation shall not be counted towards the Complaint handling deadlines.

9.3.3

If the Declared Value Refund Guarantee does not apply, the quantitative determination of the actual Damage/Destruction/Loss must be properly documented, in particular by means of a valid tax document or invoice on the basis of which the items and/or materials constituting the Parcel's contents were purchased; in the case of

Damage, proof of costs incurred or expected for the repair of the Parcel's contents must also be provided if the Damage requires repair. If a VAT payer's claim is filed against the Operator, it must be submitted without VAT.

9.4

Procedure for submitting Complaint

9.4.1

The Customer may submit a Complaint in writing, in electronic form, or orally, by drawing up a record at a Branch. The right to compensation for damages must be exercised without undue delay after establishing the reasons for filing the Complaint, i.e., after discovering the defect, but no later than within 3 Business Days from the moment the Parcel is delivered to the Recipient or returned to the Sender.

Damage or Destruction of a Parcel delivered with visibly damaged packaging must be claimed immediately upon receipt of the Parcel (in the case of delivery to a Branch, before leaving the Branch; in other cases, by electronic means, including photographic documentation of the packaging and contents, immediately upon receipt of the Parcel).

In the event of non-delivery of the Parcel, the Complaint must be filed within 7 days from the date on which delivery was supposed to take place, if a deadline applies to the delivery, or from the date on which the Parcel was processed in a manner other than delivery to the Recipient; in the case of a Complaint for compensation for damages, within 7 days from the date on which 6 months have elapsed from the conclusion of the Postal Services Agreement.

Late-filed Complaints will be rejected. A Complaint may be submitted by email to the Operator's address: customer_care_cz@novapost.com or through the Website.

9.5

Handling of Complaints

9.5.1

The Operator shall properly confirm receipt of the Complaint from the Customer.

9.5.2

The Customer is obliged to provide the Operator with the opportunity to establish the actual extent of Damage/Destruction of the Parcel. For the reasons stated above, the Customer is obliged to ensure that the Parcel is not subjected to any manipulation and to preserve, to the greatest extent possible, the packaging in which the Parcel was delivered, undamaged. For the same reason, the Parcel must not be destroyed or transported to another place without the Operator's consent. In the case of damaged or destroyed Parcels, or Parcels where part of the contents is missing, the Customer is obliged to arrange for or enable inspection of the Parcel by a representative of the Operator's insurance company. The Customer acknowledges that failure to fulfill the above obligations may result in a lack of evidence of Damage/Destruction, which may lead to the rejection of the Complaint by the Operator.

9.5.3

The Customer is obliged to transfer to the Operator, free of charge, ownership of the Damaged/Destroyed Parcel or ensure the transfer of the above ownership at the moment when the Operator notifies the Customer that it acknowledges its liability for the Damage/Destruction and that compensation will be paid in the full amount of the Declared Value of the Parcel.

9.5.4

The Operator is obliged to handle (i.e., notify the Customer of the resolution of the Complaint) each duly submitted and complete Complaint within 30 days from the date the Customer provided all necessary documents based on the received Complaint.

9.5.5

Actual compensation for expenses in respect of a duly submitted Complaint acknowledged by the Operator shall be made within 20 Business Days from the date of the Operator's acknowledgment 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. If, as a result of Improper Performance, the right to the Declared Value arises, compensation of the Complaint means only the payment of the Declared Value, except in cases of complete Loss or Destruction of the Parcel. In the event of complete Loss or Destruction of the Parcel, the Business Customer who paid for the Postal Service or is obliged to pay for it in accordance with these Terms is also entitled to a refund of the cost of the paid Postal Service.

If a lost Parcel or any part thereof is found at any time during the Complaint handling procedure, the Customer's Complaint shall be deemed rejected to the extent that the Parcel was found, at the moment the Customer can dispose of the Parcel or the relevant part thereof; the Operator is obliged to notify the Customer in writing of the rejection of the Complaint for this reason. If the Customer finds the Parcel, he/she is obliged to notify the Operator thereof. If payment for Loss or Damage of the Parcel was made by the Operator before the Parcel or part thereof was found, the Customer is obliged to return such amount to the Operator upon receiving the found Parcel or part thereof, within 30 days from the moment the Customer receives the Parcel or part thereof.

In the event of Improper Performance other than Loss, Destruction, or Damage of the Parcel (including, in particular, an unsuccessful attempt to deliver the Parcel to the Recipient, wrongful return of the shipment to the Sender, or delay in delivery where a deadline applies to the delivery), the Business Customer who paid for the Postal Service or is obliged to pay for it in accordance with these Terms is entitled to:

In the event that the defect in the provided Service can be remedied, the right to proper provision or completion thereof;

In the event that a material defect in the Service cannot be remedied, the right to a full refund of the cost of the provided Service;

In the event that a less material defect in the Service cannot be remedied, the right to an appropriate discount on the cost of the Service.

9.6

Procedure for rejecting a Complaint

9.6.1

The Operator is entitled to reject the Complaint in the following 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 does not contain all the necessary information and the Customer failed to supplement it upon request and within the period specified in these Terms;

e)

The provision of the Services was not found to be in breach of the Agreement or these Terms, or the Operator is not liable for such breach under these Terms, the agreement with the Customer, or current legislation.

9.7

If the Operator fails to resolve a Complaint concerning improper provision of Postal Services, the Customer may file a complaint with the Czech Telecommunication Office, registered at: Sokolovska 219, Prague 9, postal address: P. O. BOX 02, 225 02 Prague 025, <https://www.ctu.cz/>, initiating the Complaint handling procedure without delay, but no later than 1 month from the date of the decision on the Complaint or the unsuccessful expiry of the period for its handling, otherwise the right to file a Complaint is forfeited. An administrative fee is charged for filing a Complaint.

9.8

The rules for handling Complaints regarding the provision of money transfer services are set out in the Transfer24 sp. z o. o. Payment Service Regulations.

10

Procedure for opening a Parcel

10.1

The Operator is entitled to open a Parcel in accordance with § 8 of the Postal Services Act if:

10.1.1

The Parcel cannot be delivered and cannot be returned, or cannot be returned under the Postal Services Agreement;

10.1.2

There is reasonable suspicion that it contains an item considered dangerous under these Terms, or an item whose carriage is prohibited under these Terms;

10.1.3

It has been damaged;

10.1.4

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

10.1.5

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

10.2

The provisions of this Section 10.1 do not apply to a Parcel whose external appearance clearly shows that it is intact under an international agreement that is part of the legal order of the Czech Republic.

10.3

Whenever possible and appropriate, the Operator shall offer the Sender to open the Parcel. If the Sender is not present when opening the Parcel, two individuals authorized by the Operator must be present at the opening. In cases where, given the circumstances, it is possible to secure the presence of only one individual authorized by the Operator, the shipment may be opened only with the presence of another appropriate individual as a witness. If there is a particularly high risk of delay, the Parcel may be opened by one person, who shall summon another person as a witness as soon as possible.

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

This provision does not apply to the repair of postal parcel packaging where the original packaging has been at least partially preserved and has not been opened.

10.4

The Operator is obliged to inform the Recipient of the opening of the Parcel upon delivery, or the Sender upon return of the Parcel.

10.5

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

10.6

When opening the Parcel, ensure the security of information subject to legal protection according to current legislation or other legal norms, including postal secrecy and secrecy of correspondence. The Operator is not entitled to examine the content of any documents contained in Parcels.

11

Procedure for sale or disposal of a Parcel

11.1

The Operator is entitled, in accordance with the provisions of § 9 of the Postal Services Act, to sell the Parcel or part thereof after the expiry of 1 year from the date of its acceptance by the Operator, or in the case of its storage at the central warehouse, within 1 year from the date of its acceptance into the central warehouse, if:

11.1.1

The Parcel cannot be delivered and is not subject to return or will not be returned soon; or

11.1.2

There is a reasonable suspicion that the contents of the Parcel will deteriorate before delivery.

11.2

The Operator may sell the Parcel or part thereof only after it has been opened in accordance with these Terms.

11.3

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

11.4

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 Parcel 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.

11.5

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

11.6

The Operator is entitled, in accordance with the provisions of § 10 of the Postal Services Act, to dispose of the Parcel or part thereof after the expiry of one year from the date of its acceptance by the Operator, or in the case of its safekeeping at the central warehouse, within one year from the date of its acceptance into the central warehouse, if the contents of the Parcel are wholly or partially deteriorated.

11.7

The Operator is entitled to dispose of the Parcel or part thereof before the expiry of the set period, if necessary to ensure the protection of human health.

11.8

If the Parcel has not been sold, cannot be delivered, and at the same time cannot or need not be returned under the Postal Services Agreement, the Operator shall destroy it after the expiry of 1 year from the date of acceptance of the Parcel by the Operator.

11.9

Two individuals authorized by the Operator must be present at the sale or disposal of the Parcel or a part thereof. In cases where, given the circumstances, it is possible to secure the presence of only one individual authorized by the Operator, the sale or disposal may take place only with the presence of another appropriate individual as a witness.

A written record of the sale or disposal of the Parcel or a part thereof must be made and kept. If only a part of the Parcel 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.

11.10

The provisions of this Section of the Terms do not apply to Parcels whose external appearance clearly shows that they are intact under an international agreement that is part of the legal order of the Czech Republic. The contents of a classified Parcel cannot be sold.

11.11

The Operator, at the request of the Sender or the Recipient, based on received confirmation (in the application, via SMS, email, etc.), is entitled to sell or dispose of an undelivered Parcel or part thereof before the expiry of 1 year from the date of its acceptance by the Operator, in accordance with the procedure and requirements of Czech legislation.

11.12

A Parcel that cannot be delivered and cannot be returned shall also be deemed to include a Parcel whose acceptance has been refused by both the Sender and the Recipient, as evidenced by a corresponding record made by the Operator (recording of a conversation, email, or other written consent of the Sender and the Recipient). A Parcel stored at the Operator's central warehouse, for which no request has been made within one year from the date of its

placement at the central warehouse either for its delivery to the Recipient (if possible under these Terms) or for its return to the Sender in accordance with clause 4.1.12 of these Terms, shall also be considered as such.

12

OPERATOR'S LIABILITY. REIMBURSEMENT. IMPROPER PROVISION OR NON-PROVISION OF POSTAL SERVICES

12.1

The Operator's liability for improper service provision or other violation of the terms of the agreement with the Customer shall be governed by the Civil Code, the Postal Services Act, 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.

12.2

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:

12.2.1

Force majeure circumstances;

12.2.2

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

12.2.3

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

12.2.4

Type of goods being shipped.

12.3

The Operator's liability for damage caused as a result of non-provision or improper provision of Postal Services is not limited and is subject to the general principles of liability for damages established by legal norms, in the event of such non-provision or improper provision which:

12.3.1

Is the result of unlawful actions of an Operator's employee or a person authorized to act on behalf of the Operator, or another person engaged by the Operator to perform the work;

12.4

A notice of damages due to the Operator's improper performance or non-performance of the Postal Services shall be submitted in writing, by email 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.

12.5

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.

12.6

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

12.6.1

The rights arising from improper performance according to the current legislation and these Terms described above;

12.6.2

The reimbursement of the Declared Value according to these Terms if the Parcel 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.

12.7

The Operator's liability for damage caused to the Parcel during domestic carriage is strictly limited to the maximum amount specified in the Price List or the Agreement

12.8

The Operator's liability for damage caused to the Parcel during cross-border carriage is strictly limited to the maximum amount specified in the Price List or the Agreement.

12.9

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-material damage and other types of indirect damages (for example, lost profits, loss of business opportunities, loss of reputation, violation of third-party rights, contractual penalties, late payment penalties, complaint costs, or other consequential damages) is excluded, even if the Operator was previously informed of the risk of such damages.

13

Force Majeure

13.1

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.

13.2

Both Parties shall make reasonable efforts to mitigate the impact of force majeure on the fulfilment 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.

13.3

Force majeure means any event or unforeseeable circumstance beyond the reasonable control of the Parties, which cannot be prevented or foreseen even with maximum effort, and which was not caused by errors or negligence of the relevant Parties. These include, without limitation, measures pursuant to a decision of any government or other public authority, war or state of emergency in the country, civil unrest, terrorism, piracy, fires, explosions, floods, computer viruses, cyberattacks, adverse weather conditions, epidemics, pandemics, lockouts, strikes, and other industrial disputes (whether or not they involve the employees of the Party or its subcontractors).

13.4

Postal Services may be suspended or restricted according to Section 13.3 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.

13.5

The Operator may extend the period of suspension or restriction of the provision of Postal Services in accordance with Section 13.3 of these Terms for a period of up to 10 Business Days after the expiration of the circumstances that led to the suspension, which shall be announced on the Website.

14

Protection of personal data and postal secret

14.1

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 email address (the "**Personal Data**").

14.2

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.

14.3

The Operator shall be entitled to process and will process Personal Data as a controller to transport and track the Parcels, support customers, fulfill its legal obligations, keep statistics and reports, perform internal control and record keeping, and defend its legal claims. In the case of Customers who have entered into a contractual relationship with the Operator, the Operator is also entitled to process their Personal Data for the purpose of sending commercial

communications of the Operator itself in electronic form in accordance with § 7 para. 3 of Act No. 480/2004 Coll., unless the Customer has objected to receiving such communications.

14.4

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 Parcels for delivery according to the content and principles of personal data processing stipulated in the Operator's Privacy Policy.

14.5

If the Parcel 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.

14.6

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 is responsible for the security of Personal Data when transferring it to the Operator by any means other than through 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.

14.7

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

14.8

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 such Personal Data only under the conditions set forth by applicable legislation or other legal regulations to persons authorized in accordance with § 16 of the Postal Services Act, as well as to organizations and authorities authorized to access such data under applicable laws or other regulations. In accordance with § 16 of the Postal Services Act, the Operator may provide personal data provided to it under these Terms to third parties involved in the provision of the Operator's Services, i.e., in particular, for the dispatch, receipt, processing, delivery, or storage of the Parcel.

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.

15

Representations and Warranties / International Sanctions Compliance

15.1

Automatic Binding Effect. By entering into the Postal Services Agreement, creating a Business Account, or handing over any Parcel to the Operator, the Customer expressly represents, warrants, and confirms that it has conducted a thorough internal corporate compliance review and declares that all statements, representations, and warranties set forth in this Section 15 are true, accurate, and complete in all respects.

15.2

Beneficial Ownership and Control. The Customer represents and warrants that there is no legal entity established under the laws of the Russian Federation or the Republic of Belarus, nor any natural person who is a citizen of the Russian Federation or the Republic of Belarus, that owns shares, voting rights, or exercises control over the Customer in any other manner on the basis of which such entity or person could be considered a beneficial owner (*skutečný majitel*) of the Customer.

15.3

Management and Personnel. The Customer represents and warrants that no citizen of the Russian Federation or the Republic of Belarus is involved in the management, direction, or executive bodies of the Customer, and no such person acts as a director, statutory representative (*statutární zástupce*), or senior executive manager of the Customer.

15.4

Sanctions Compliance. The Customer represents and warrants that the Customer, its subsidiaries, and its affiliates are not subject to any international economic or financial sanctions, restrictive measures, or embargoes imposed or administered by the competent authorities, including but not limited to the United Nations, the European Union, the Czech Republic, or the United States of America.

15.5

Ongoing Duty to Notify. The Customer undertakes to immediately, and without any undue delay, inform the Operator in writing of any change in the facts, representations, or warranties stated in this Section 15, particularly if the Customer or any of its connected persons becomes subject to international sanctions during the term of the contractual relationship.

15.6

Indemnification for Breach. The Customer expressly agrees to fully defend, indemnify, and hold harmless the Operator (including its parent companies, affiliates, and subcontractors) from and against any and all direct and indirect losses, damages, liabilities, claims, fines, penalties, costs, and expenses (including reasonable attorneys' fees and customs penalties) arising out of or resulting from any breach of the representations, warranties, or undertakings set forth in this Section 15 concerning Russian or Belarusian citizenship, ownership, corporate control, or international sanctions compliance.

16.

Contractual Penalties, Lien, and Set-off

16.1

Right of Lien and Retention. The Operator has a contractual right of lien (*zástavní právo*) and a right of retention (*zadržovací právo*) over all Parcels and goods of the Customer that are in the Operator's possession (or in the possession of intermediate shippers or carriers) to secure any and all due debts of the Customer arising from the Postal Services Agreement or these Terms.

16.2

Right of Sale. If the Customer fails to pay a due debt even upon the Operator's written call for payment within 30 days from the date of delivery of such a call, the Operator is entitled to sell such Parcels/goods on its own at a price at least usual in the place and time. The Operator shall satisfy its claims, including legal accessories and storage costs, from the proceeds of the sale and return any remaining amount to the Customer. By retaining or selling the Parcel under this clause, the Operator does not violate its contractual obligations and is not liable for any damages caused by its non-delivery to the Recipient.

16.3

Contractual Penalties. In the event of a gross breach of contractual obligations by the Customer — in particular, handing over Prohibited Contents (Section 8), providing false, incomplete, or incorrect customs documentation, or breaching the International Sanctions Compliance warranties (Section 15) — the Operator has the right to apply a contractual penalty to the Customer up to the maximum amount specified in the Agreement or Price List for each such violation.

16.4

Relationship to Damages. The payment of the contractual penalty does not relieve the Customer of the liability for damages caused to the Operator by the breach of obligations to which the contractual penalty applies, and the Operator is entitled to claim damages in full, even to the extent exceeding the contractual penalty.

16.5

Assignment and Set-off. Only the Operator is entitled to assign claims or unilaterally set off (*započtení*) its claims under the Postal Services Agreement without the consent of the other Party. The Customer is not entitled to assign its claims or set off any of its claims against the Operator's right to payment for the Services.

17

Additional and final provisions

17.1

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

17.2

The Operator shall announce amendments to these Terms on the Website no later than 10 days before the date of their entry into force. The Operator reserves the right to amend the Price List (tariffs) with a shorter notice period, depending on operational or market conditions. In all cases, the Operator is obliged to notify the Customer of any amendments to these Terms or the Price List via email.

17.3

If the Customer fails to express an explicit written disagreement with the amendment of these Terms or the Price List before they come into force, the new version shall become binding for all contractual relations between the Operator and the Customer under these Terms.

17.4

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

17.5

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.

17.6

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

17.7

If any provision of these Terms or part thereof is for any reason found to be invalid, it shall be deemed excluded for the relevant purpose. This shall not affect the validity of the remaining parts of these Terms.

17.8

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.

17.9

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.

17.10

This version of the Terms and Conditions comes into force on 01.06.2026