



## General Terms and Conditions of Geis Parcel CZ s.r.o.

The subject of these General Terms and Conditions ("Terms") is the obligation of the Shipper, Geis Parcel CZ s.r.o., to arrange the transport of parcel(s) from one specific location (loading place) to another specific location (unloading place) and as needed to arrange or carry out tasks related to transport, and the Client agrees to pay the Shipper remuneration for these (shipping) service under the terms further defined herein. The most recent wording of the Terms, including current price lists, is published on the Shipper's website: [www.geis-group.cz](http://www.geis-group.cz). These Terms are an integral part of each shipping contract entered into between the Shipper and Client named above. The shipping contract shall become binding upon the Shipper's acceptance of the Client's order (or shipping instruction), and the shipping contract shall take effect upon the acceptance of the parcel(s) by the Shipper or an entrusted transporter. The shipping contract and the Client's order (or shipping instruction) must be in written form. The Terms define the rights and obligations of the Shipper and the Client, which are not defined by the shipping contract. The wording of the written shipping contract shall have priority over the wording hereof. The written shipping contract, the subject of which shall be ensuring of repeated transport, shall be considered a framework agreement, and its partial fulfilment shall include arrangement of transport based on each individual order (or shipping instruction). The Shipper is authorised to make changes to these Terms and to price lists and is required to notify the Client of such change by making public new Terms or price lists at [www.geis-group.cz](http://www.geis-group.cz), no later than 14 days before the start of their effectiveness. In the case of individual price lists, the Shipper shall notify the Client of the change by e-mail. Changes to these Terms, price lists, fees, etc. may be rejected by the Client, in which case the Client may terminate the shipping contract, but no later than within one week from when they take effect. The Client and the Shipper have agreed that the Client shall continuously monitor the Shipper's website and become familiar with its updated wording, including the wording hereof and price lists, etc., at least once per week. Unless otherwise stated in the shipping contract the Client hereby declares to have become well familiar with the updated wording of the Terms and the price lists and expresses approval of them by submitting an order (or payment instruction) and/or by handing over a parcel for shipment. The provisions of Section 2474 of the Civil Code may be applied to these Terms, when the Shipper takes on the role of transporter.

### 1. Definition of product (offered shipping services)

**Parcels fulfilling the dimension and weight requirements specified below will be accepted for shipping. Parcel = one freight piece. Maximum dimensions of a parcel: 2x width + 2x height + length ≤ 3 m, and the following apply for individual dimensions: Maximum width 0.8 m; maximum height 0.6 m; maximum length 2 m (does not apply for parcels with the Delivery to Issuing Location - Geis Point service, see item 6). Minimum dimensions for international parcels: minimum width 0.11 m; minimum height 0.01 m; minimum length 0.15 m.**

**The maximum weight of up to 50 kg for domestic parcels and international parcels to selected countries (see [www.geisgroup.cz](http://www.geisgroup.cz)). For international parcels to other countries, the maximum weight shall be 40 kg. The maximum weight for parcels with the "delivery to an issuance point – Geis Point" service is specified in point 6, the sending and delivery location for parcels may shall be in the Czech Republic and/or in other countries where Geis Parcel CZ s.r.o. offers its services. The ordering party, sender or recipient of the parcel may only be a legal entity, particularly a business corporation, public corporation or business operator under Section 420 et seq. of the Civil Code with an accessible permanent operating facility and set operating period. If the shipment is delivered to a private address of the recipient who is an individual, it will be considered a business-to-customer (B2C) shipment. The further provisions specified below herein shall apply for B2C mode.**

### 2. The following specified types of parcels are excluded from shipment:

- a) those exceeding the dimension and weight limits specified in item 1 of these Terms
- b) those which are not handled by sorting technology used in packaging transport (roller tracks, belt conveyors, etc.)
- c) those in glossy or black foil, parcels without strong protective packaging, parcels packaged in wooden crates, containers or pallets, in suitcases with handles and buckles, in plastic or metal crates, parcels packaged in sacks or bags, parcels packaged only in plastic or stretch film, in tubes or rolls, in barrels, in metal cans or cannisters, parcels containing a combination of multiple pieces in a single whole unit
- d) those containing goods with an extremely high price, such as heavy metals and products made of them, artistic and antique items, collections, banknotes, coins, securities, bills of exchange, credit cards, etc.
- e) parcels missing necessary details about the sender and/or recipient (or in the case of B2C, missing telephone contact information for a recipient who is an individual or a telephone number that is not in service)
- f) parcels containing goods which are not protected, packaged or secured in a manner consistent with their weight, shape, properties or character or which contain goods that could damage other parcels or could damage the transport and shipping technology used by the Shipper or transporter or which themselves could be damaged by such used technology, or goods that could jeopardise lives, health and/or property of the Shipper and/or transporter or their staff. These provisions shall also apply when these properties or the character of a parcel, the unsatisfactory or unsuitable condition of its packaging or of its securing, etc. appear only later during transport or after physical takeover of such parcel by the Shipper or transporter. The selection of the way of further handling such parcel shall be entirely at the discretion of the Shipper or a transporter entrusted by the Shipper. In such cases, the Shipper shall be considered without reservation to have recognised the legitimacy of the approach taken by the Shipper and/or the Shipper's entrusted transporter, including the completeness, sufficiency and unquestionability of evidence (particularly photographs) provided to the Client by the Shipper or an entrusted transporter. These provisions shall apply unless the parties agree on different arrangements.
- g) parcels containing goods subject to controlled temperatures, plants, slightly perishable goods (such as perishable food products), live animals and organisms, human or animal organs or remains, waste, hazardous substances, weapons, munitions, drugs or goods subject to a ban on import/export or any restrictions or embargoes
- h) Parcels containing substances which in view of their character in the shipping or transport services sector are considered unsuitable for obtaining or for shipping and either have been or may be excluded from transport. Whether or not such items and/or substances will be transported will depend on whether or not the Shipper approves their transport on an individual basis.
- i) parcels with a cash-on-delivery (COD) arrangement exceeding the total value of CZK 200,000. Parcels with a COD arrangement exceeding the value of CZK 200,000 may be accepted for transport only with the Shipper's written approval (approval expressed by e-mail shall also be considered written approval for this purpose).
- j) parcels intended solely for the addressee
- k) For international shipping of parcels containing food, alcohol, goods subject to veterinary and phyto inspection, goods for a customs record or goods shipped involving ATA-carnet, goods with restrictions on sending by air, goods sent with a COD arrangement and/or unpaid for (EXW) - the abbreviation EXW is not identification of a delivery clause pursuant to INCOTERMS - and parcels containing hazardous goods as defined by the ADR, IATA and DGR Conventions.

### 3. Usual shipping period

In domestic shipping, standard parcels shall be delivered by the Shipper (or an entrusted transporter) usually by the deadline of 6 p.m. on the business day following the date of acceptance of the parcel for shipping. International parcels shall be delivered according to current usual shipping periods offered by Geis Parcel CZ s.r.o. and/or following the end of customs proceedings in the recipient's country. The usual shipping period shall be understood as the period during which the Shipper usually delivers a parcel to the recipient, unless any special or unexpected situations arise during the arrangement or performance of shipping. The usual shipping period will not need to be adhered to if the Client or recipient of the parcel does not provide the Shipper (or does not provide on time) any documents or information necessary for arrangement or performance of shipping, customs clearance, delivery of a parcel or if the Client hands over for transport any parcel excluded from transport, or if the conditions specified herein are not fulfilled, or if the Shipper's or transporter's specific instructions are not followed.

The Shipper reserves the right to amend these General Terms and Conditions

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*Client's signature*



#### **4. Conditions for acceptance of parcels for shipping**

In accordance with the provisions of Section 1744 of the Civil Code, parcels are received by the Shipper (or an entrusted transporter) for handling (and performance) of shipping based on acceptance of an electronic order (see [www.geis-group.cz](http://www.geis-group.cz)) or a written (e-mail) order from the Client, or they can be picked up based on an agreement between the parties regularly, during the Shipper's hours of operation on business days between 8 a.m. and 6 p.m. The Client hereby pledges that the parcel will be prepared for shipping at the moment when the vehicle docks at the sender's location, and that the acceptance of the parcel by the recipient will take place immediately after the vehicle with the parcel is docked at the recipient's location. Otherwise, the Shipper shall not be required to take care of unloading of the parcel, and the Shipper shall be entitled to reimbursement for costs provably incurred by the Shipper or an entrusted transporter in connection therewith. Unless the Client and the Shipper agree otherwise, the Shipper reserves the right to refuse to accept for transport any parcels in a quantity greatly exceeding the average daily number of parcels during the previous 3 months. The written (e-mail) order must specify the loading date, the exact address of the loading (pick-up) and the unloading (delivery) location for the parcel, the sender's telephone contact information, and specification of the party paying for the shipping, including that party's full identification and all other details essential for handling and performance of shipping. The order must be issued no later than on the business day preceding the required loading (pick-up) date. The Client may also hand over the parcel for shipping directly at one of the Shipper's branches, during business days between 9 a.m. and 7 p.m.

The Client is required to accompany each parcel with:

- a) The exact addresses of the sender and recipient (the addresses for physical delivery, not P. O. Boxes or billing addresses where the recipient is not physically located or does not accept parcels), including the correct postal code, and if available also the name of a contact person and that person's phone number, always stated on the largest side of the parcel.
- b) If the recipient of the parcel is an individual (B2C), the parcel must contain not only the recipient's exact address, but also functioning phone contact information for the individual.
- c) Each parcel must contain the Shipper's bar code on the largest side of the parcel.
- d) For international parcels, it is necessary to ensure the handover of all documents needed for customs clearance of the parcel to the Shipper, and the Client shall be responsible for ensuring the accuracy and completeness of these documents and for any potential damages incurred by the Shipper or by third parties as a result. Neither the Shipper nor the transporter shall be required to check the completeness and accuracy of these documents.
- e) For repeatedly used shipping packaging, all previous shipping tags, labels and other information that could prevent, jeopardise or complicate the deliverability of the parcel must be removed. Or it must be ensured in another way that such tags and labels are not apparently visible. In the event of a breach of this provision, the Shipper shall be entitled to bill the Client a contractual fine of CZK 1,000 for such breach.
- f) The items must be packaged and secured in a way that ensures that their contacts are fully secured against damage and movement, so that the packaging enables safe handling and so that it provides sufficient protection for regular transport and handling, including handling used during bulk shipment and handling on a roller track.
- g) The items must be labelled with tags for the offered services (offered shipping services).

#### **5. Delivery of the parcel and its acceptance by the recipient**

The place where the parcel will be delivered shall be understood as the place which is intended as the delivery location for the specific service offered by the Shipper. Unless the delivery location is specified otherwise, it shall be understood as the place (address) where the parcel is physically accepted by the recipient from the transporter entrusted by the Shipper. Acceptance of the parcel from the Shipper (or entrusted transporter) must be confirmed by the recipient on the Shipper's document (specifically The delivery record), which for such purpose will be presented by the driver. In the confirmation, the recipient shall state print in block letters his/her name and handwritten signature, to which the recipient shall append his/her company stamp (if any).

For a B2C transaction, the parcel may also be handed over to a person who has reached at least the age of 18 and is located at the address intended for delivery of the parcel at the time of delivery, and that person shall be required besides fulfilling obligations of the recipient (see above) also to specify in the delivery record his/her relationship to the intended recipient (e.g. son, spouse, etc.). COD parcels may be delivered in a similar manner (see item 7). The Shipper shall not be liable for any potential damage caused to the Client, the Recipient or any other persons, which may have arisen as a result of the aforementioned delivery methods.

The Shipper shall accept a change of availability of the parcel (including its resending) directly from the Client and only in writing (or by e-mail). The Client is required to pay the Shipper the costs related to any such change of availability.

#### **6. Offered shipping services**

##### **a) Guaranteed delivery\***

Shipping with the "guaranteed delivery" service means that the Shipper shall ensure delivery of the parcel within the Czech Republic by the business day after the parcel has been picked up from the sender. If the parcel cannot be delivered on the subsequent business day, the Shipper shall inform the Client (by sms or e-mail). If the parcel is not delivered to the recipient by the subsequent business day and its non-delivery was the result of an error or negligence by the Client, non-acceptance of the parcel by the recipient or any other circumstances excluding the Shipper from liability as defined by relevant provisions of the Civil Code and/or these Terms, then the Shipper shall not bill shipping fees to the Client.

##### **b) Delivery by noon\***

Shipping with the "delivery by noon" service means that the Shipper shall ensure delivery of the parcel before noon on the business day after the parcel has been picked up from the sender. This service is ensured only in areas with selected postal codes, a list of which can be found at [www.geis-group.cz](http://www.geis-group.cz). If a parcel is not by the agreed time, the Shipper shall continue to deliver it, but as a standard parcel. If the parcel is not delivered before noon on the subsequent business day (after the parcel has been picked up from the sender), the Client will be billed shipping fees only for standard shipping.

##### **c) Delivery to an individual recipient (B2C)\***

This service involves delivery of parcels to private addresses (of individuals) within the Czech Republic and to other selected countries (see [www.geis-group.cz](http://www.geis-group.cz)). However, it does not involve delivery of parcels among specific individuals who are not business operators (compare to item 1 hereof). The recipient (individual) will be notified of the planned delivery of the parcel. Shipped B2C parcels may be redirected by the recipient to an issuing location (refer to the service "delivery to an issuing location - Geis Point"). Only parcels fulfilling the conditions for issuance points may be redirected. A web application located at [www.baliky.cz](http://www.baliky.cz) is available for redirection of parcels. The Shipper has the right to redirect the parcel to the nearest available issuance point (see "Delivery to Issuance Point" service of Geis Point).

##### **d) Delivery to Issuance Point - Geis Point\***

Shipping with the "delivery to an issuance point - Geis Point" service means that the Shipper will arrange delivery of the parcel to an issuance point in the Czech Republic and other selected countries specified by the client/sender or recipient. A list of issuance points can be found at [www.geispoint.cz](http://www.geispoint.cz). A condition is fulfilment of dimension and weight requirements for this service. Maximum dimensions of a single parcel: 0.8m x 0.6m x 0.42m; weight up to 15 kg. If the parcel exceeds the size and weight limits for the particular service, the Shipper will continue with delivery, but as a B2C delivery. In such case, the Client will be billed B2C shipping fees. If the recipient does not pick up the parcel within 7 calendar days from when it is readied, it will be returned to the sender automatically.

The service includes notification of sending and delivery of the parcel.

The "delivery to an issuance point - Geis Point" can be combined with the COD service.

e) **Notification by phone\*** shall be understood as contacting the recipient on the date of delivery by the delivering driver within the Czech Republic and selected countries.

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*Client's signature*

**f) Electronic documents accompanying the parcel \***

This service involves an option to attach electronic documents to packages, which the Shipper shall print and hand to the recipient upon delivery. If the Client requires it, the Shipper shall ensure confirmation of documents by the recipient upon delivery of the parcel. The confirmed documents will then be scanned and placed on the Shipper's website.

**Other notifications and services\*:**

Notice of parcel delivery - the Client may order an sms/e-mail notification of delivery.

Notice of problematic delivery - the Client may order an sms/e-mail notification that a parcel has not been delivered.

Service P. O. D. - the Client may order a document to prove delivery of parcels. This document will be sent to the Client automatically at a specified e-mail address.

Delivery to an adult - the Shipper shall ensure delivery of a parcel using this service only to a person who has reached at least the age of 18.

\*These services may be used only by customers with data transfer.

**Insurance of goods**

Based on a written agreement between the Shipper and the Client, the Shipper shall arrange insurance coverage for the parcel at the declared price of the goods (in which case the coverage terms published at [www.geis-group.cz](http://www.geis-group.cz) shall apply). The shipping fee in such case shall be increased by a fee for insurance. The Client is required to declare the insurance value of the parcel in the designated part of the Shipper's handover record. If the Client breaches this obligation, the Shipper shall not arrange insurance coverage of the goods. The Shipper shall arrange insurance of the goods for parcels with a value of more than CZK 50,000. If the Client uses data transfer, then the way of arranging this service will be governed by item 10 hereof.

If insurance coverage for goods is arranged for parcels with a value of more than CZK 500,000, the Client shall be required to agree on the coverage with the Shipper in writing, at the latest one business day before the handover of the parcel for shipping. In such case, the Client shall no longer specify the value of the parcel in the Shipper's document. The form for arrangement of this individual insurance coverage is available at [www.geis-group.cz](http://www.geis-group.cz).

**7. COD parcels**

For domestic shipments and for international shipments to selected countries (see [www.geis-group.cz](http://www.geis-group.cz)), the Client may require delivery of a parcel to the recipient under a COD arrangement. COD parcels must be labelled as such by the Client using the Shipper's required bar codes. The value of the COD shipment (for an international parcel in the currency of the delivery country), including the payment variable symbol, must be specified by the Client in the record of parcel acceptance, the form of which shall be set by the Shipper. No other forms of ordering COD arrangements will be taken into consideration by the Shipper. If the Client uses data transfer, then the way of ordering the service will be governed by item 10 hereof. The Recipient may pay the COD amount due using a credit or debit card (only if the Shipper offers this service at the delivery location) or in cash. The Shipper agrees to transfer the collected COD payment to the Client's bank account specified in the shipping contract within 7 business days of the parcel delivery. The Shipper shall not be liable for any potential damage caused to the Client, the Recipient or any other persons, which may have arisen as a result of the aforementioned. If any of the obligations specified above are not fulfilled by the Client, the Shipper shall not guarantee fulfilment of obligations and may demand payment of any extra costs arising in connection therewith from the Client. The price for arrangement of the aforementioned COD service shall be governed by the Shipper's price list.

The card payment service is available for all COD parcels delivered within the Czech Republic and to selected countries where the Shipper offers this service (except for parcels delivered to an issuing location). Following individual written agreement, this service can be activated only for COD parcels selected by the Client, or the service can be completely deactivated for all sent parcels. The card payment option may be used only by customers with data transfer. If the COD amount due is paid by card, then in addition to the price for the COD service the Client will also be billed a card payment fee based on the Shipper's price list.

**8. Fee for arrangement of shipping and performance of tasks related to shipping**

The Client shall be required to pay the shipping fee, fees for other services and fees related to shipping, which has have been ordered from the Shipper. The Client hereby acknowledges awareness that the Shipper has a right of lien on the parcel in accordance with Section 2481 of the Civil Code and/or Section 2571 of the Civil Code, and if the shipping fee is not paid, the Shipper shall be entitled to proceed in accordance with Section 1359 et seq. of the Civil Code (pursuant to the provisions of Section 1360 et seq. of the Civil Code, and the Shipper as the lien creditor in such situation have agreed with the Client as the debtor that the creditor may sell the lien in a manner other than in a public auction), or to apply mutual receivables against each other in accordance with relevant provisions of the Civil Code. If a parcel is undeliverable or if it is rejected by the recipient, or if the recipient does not exist, any extra costs arising in connection therewith (such as for the return of the parcel, delivery at a time other than a usual one, for liquidation of the parcel, storage fees, etc.) intended for payment to the Client must be paid according to the Shipper's instructions without objection. Unless expressly specified (in a written shipping contract), all payments, fees, costs, extra costs, damages etc. related to arrangement or performance of shipping for which would normally be or are expected to be paid by the recipient shall be paid by the Client without objection (if the recipient does not pay them). The provisions of Section 1769 of the Civil Code shall apply to such situations. Shipping fees, fees for other services and fees related to shipping shall be due upon acceptance of the parcel for shipping. The shipping fees shall cover two delivery attempts. The Client may require payment of the shipping fee by the recipient in cash upon delivery of the shipment (EXW). The Client is required to make a notation of this service in the record of parcel acceptance, the form of which shall be specified by the Shipper. No other forms of ordering EXW service will be taken into consideration by the Shipper. Refused or undeliverable parcels will be sent back to the Client within seven business days after the first delivery attempt, and the Client shall be required to perform payment of the shipping fee also for parcels for which the recipient refuses to pay the shipping fee (EXW) or COD amount due in cash. If the recipient refuses to pay the shipping fees, fees for other services and fees related to shipping, if the recipient does not exist, if the recipient has refused to accept the parcel or if the parcel cannot be delivered due to reasons not caused by the Shipper or an entrusted transporter, the Client shall be required to pay the amounts that the recipient has refused to pay upon delivery of the returned item in cash, unless the Client and the Shipper agree on different arrangements. For parcels labelled EXW by the sender, no quantity discounts may be provided or applied on the Client's side. If the Client's (or sender's) arrangement of shipping of the parcel has not been declared as a B2C arrangement even though it is such an arrangement, the Shipper shall be entitled unconditionally to bill the difference in price according to the valid price list for B2C shipping and any other provable related costs.

For shipments with mandatory customs proceedings, the Client shall always be responsible for covering the costs related to customs clearance, if such step is required by pursuant to applicable legislation or by the Client. The Client shall also be required to reimburse the Shipper for any costs arising in connection with customs clearance (customs declaring, duties, taxes, etc.), if the recipient refuses to pay these costs.

Shipping fees and prices of other services shall be calculated based on the basic or individual price list of the Shipper valid at the time. The individual price list forms an integral part of the shipping contract. If the shipping contract has not been entered into in writing, the shipper's price list for the particular shipping service valid at the time shall apply. The most recently updated price list can be found at the web address: [www.geis-group.cz](http://www.geis-group.cz). The specific price offer (calculation) issued to the Client by the Shipper may become an individual price (or price list) valid for a specific Client when the written shipping contract takes effect, to which such individual price list shall constitute an annexe. Until the written shipping contract takes effect, the standard/basic (non-discounted) price (or price list) of the Shipper for the specific offered shipping service shall apply. If a change of a previous already effective individual price list is involved, the original individual price list shall lose validity on the date when the new individual price list takes effect.

All price offers shall be valid for 60 days from the date of their submission, unless a different validity period is specified in the offer.

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*Client's signature*



The shipping fee specified in the Shipper's price list shall be a shipping fee for each single parcel. For determining weight, the weight determined on the Shipper's automatic scale shall be decisive. If a different weight of a shipment is determined on the automatic scale at the Shipper's branch than the

weight specified in the order (shipping instruction), the Shipper shall reserve the right to change the shipping fee calculation for such parcel, even without notifying the Client. If different dimensions of a parcel are discovered than specified in the order (shipping instruction), the shipper shall reserve the right to adjust billing calculation for the shipped parcel based on the determined volume recalculation even without advance notification of the Client. If shipping of a parcel exceeding the weight limit, maximum permitted parcel dimensions or a parcel not packaged in a satisfactory or appropriate manner occurs, the Shipper shall reserve the right to adjust the billing calculation of the shipping fee for the parcel and billing of any potential other costs arising in connection therewith, even without notifying the Client.

In such cases, the Shipper shall not be required to fulfil the regular shipping period.

The Client shall be entitled to submit a claim regarding inaccurate details or amounts specified on an invoice issued by the Shipper for shipping of parcels and other services, but must do so at the latest within 30 days from the date of delivery of the invoice to the Client. If the Client submits a claim regarding the invoiced amount after more than 30 days and also demands a financial settlement (the positive difference between the erroneously billed amount and the amount that should have been billed) after the expiration of that deadline, the Shipper shall be entitled to be paid a contractual fine by the Client equal to the demanded financial settlement amount.

Unless otherwise agreed upon in the shipping contract, the Shipper shall also bill the following fees for each parcel shipment:

- a) A fuel surcharge, the valid amount of which will be published every month at [www.geis-group.cz](http://www.geis-group.cz). The fuel surcharge shall differ for domestic, international road and international air transport. This surcharge shall be calculated from the net price of shipping (without VAT) according to the Shipper's valid price list without inclusion of additional fees.
- b) Road tolls, the most recently updated amount of which is published at [www.geis-group.cz](http://www.geis-group.cz).

### **9. Guarantees and claims**

The Shipper shall be liable for damages arising during arrangement of transport and performance of domestic shipping (if carried out by the Shipper alone as a transporter, meaning the Shipper's own entry into the arrangement), and the Shipper shall have a compensation obligation directly based on and in the scope defined in these Terms.

If the Shipper does not arrange international shipping, but performs it alone as a transporter (the Shipper's own entry into the arrangement), then the Shipper's liability shall be governed by relevant provisions of contracts on carriage of goods (such as the CMR Convention).

The place of acceptance of the parcel by the Shipper shall be understood as the place of physical takeover (loading, pick-up) of the parcel by the Shipper or by a transporter entrusted by the Shipper for such purpose.

The Shipper shall not be liable for damages:

- a) which could not be averted even with exercise of professional care usually exercised in shipping services or if the breach of the Shipper's obligations has been caused by circumstances excluding liability,
- b) which have arisen in connection with shipping of a parcel which was handed over in a manner that conflicts with the provisions of applicable legislation or these Terms,
- c) which have been caused by the Client (sender) or recipient of the parcel,
- d) which have been caused by defective or unsatisfactory packaging or securing of the parcel, or unsuitable packaging or securing of the parcel,
- e) which have been caused by non-labelling or erroneous or unsatisfactory labelling of the parcel according to item 4 of these Terms,
- f) which have been caused by combining multiple parcels into a single package with one bar code,
- g) which have been caused by a defect or properties of the parcel or its natural character, even if some of them became apparent only later during the transport of the parcel,
- h) which have arisen at the time when the parcel was not under the Shipper's control,
- i) which have arisen indirectly or subsequently (including extra costs, lost profit, contractual fines, penalties, etc.) as a result of damage, destruction or loss of the parcel or as a result of non-fulfilment of the usual transport time and/or late delivery of the parcel,
- j) directly beyond the scope defined by law,
- k) involving non-property damages.

The claimant shall be required to submit a claim regarding such discovered defects and exercise entitlement to compensation for damages from the Shipper in written form, at the latest following discovery of the defects, but no later than by the statutory deadline. The Client is required to ensure that the parcel upon its takeover is visually inspected by the recipient. Any apparent damage to the parcel must be recorded in the Shipper's delivery record by the recipient upon receiving the parcel. The Shipper must be given the opportunity subsequently to become personally convinced of the scope and type of damage, and any further handling of the damaged shipment must be done in accordance with the Shipper's instructions. Unless otherwise stated, the Shipper shall not be liable for the transporter, and any potential claims in relation to transporters shall be applied by the Shipper in the Shipper's own name and at the Client's expense. When claims are applied in relation to transporters, the Client shall be required to cooperate (particularly by providing documents relating to the parcel as basis materials for application of claims in relation to transporters, such as documentation of parcel value, etc.). Claims in relation to transporters shall be governed by applicable regulations valid for contracts on carriage of goods.

In the event of damage, destruction or loss of a parcel during arrangement of shipping as well as in the case of a parcel accepted by the Shipper for transport or steps related to shipping or if the Shipper performs domestic shipping as a transporter, the Shipper's obligation to compensate for damages caused to the parcel pursuant hereto shall be limited to a maximum of CZK 50,000. If the Client proves damage to a parcel arising as a result of its late delivery, the Shipper shall have a compensation obligation at maximum up to the total amount of the specific shipping fee for the particular late delivered parcel. When entitlement to compensation for damages is applied in relation to the Shipper, the Client (claimant) shall be required in a clear manner not giving rise to any doubts to prove the extent of arisen damages with convincing written evidence. The Client shall be fully liable for any damages arising for the Shipper or the transporter, if the Client has handed over for transport a parcel excluded from transport (see item 2 hereof) or a parcel that does not fulfil or breaches the requirements set herein, including any extra costs that may arise for the Shipper or transporter in connection therewith. The Client shall be required to reimburse the Shipper and/or transporter for arising costs (such as for liquidation of goods promptly upon request by the claimant. Neither the Shipper nor an entrusted transporter shall be liable to claimants for any damages arising in connection with transport of parcels that have been handed over at variance with the provisions of applicable legislation or these terms, and such damages shall also be excluded from their indemnity. The Shipper shall not be liable for any parcels submitted for shipping with bar codes that have been assigned to the Client or entrusted party which have been subsequently misused by a third party.

If a shipped parcel contains any goods that are not new (such as refurbished goods), then compensation for damages will be based on the amortisation tables for the respective goods (see [www.geis-group.cz](http://www.geis-group.cz)). For parcels containing goods sent for repair, their acquisition price will be specified on the sales document for the transported goods, always reduced by 20% and the corresponding amortisation. For parcels containing repaired goods sent from repair facilities, only the amortisation according to amortisation tables will be deducted from the acquisition price. The Shipper shall be entitled to open the parcel even without the Client's consent if:

- there is a risk of damage to the shipped goods,
- the Shipper has a reasonable suspicion that the parcel contains an item that the Shipper considers excluded from transport,
- if it can neither be delivered or returned (due to insufficient, illegible, missing or otherwise ruined identification details on the parcel).

The Shipper reserves the right to amend these General Terms and Conditions

Geis Parcel CZ s. r.o., Zemská 211/I, 337 01 Ejovice, Reg. No.: 63077051, Tax ID No.: CZ 63077051

.....  
(The Company is registered in the Commercial register at the Regional Commercial Court in Plzeň, Section C, File 9503

*Client's signature*





If the shipment is lost or destroyed, the Shipper shall inform the Client promptly about the damage to the parcel. If there is a direct risk of damage to a parcel or if there is a reasonable concern that further transport could ruin goods, the Shipper shall be entitled, for the Client's benefit, to sell off the goods

at their typical value. Following subtraction of costs incurred in connection therewith, the Shipper shall be required to surrender the proceeds from such sale to the Client promptly.

The rights stemming from liability for damages to a parcel and claims submitted regarding services, including related tasks, shall expire within the scope of domestic shipping services in relation to the Shipper upon the expiration of one year, and the period until their expiration shall begin running as of the date of delivery of the parcel, or if the parcel has not been delivered, then as of the date when it should have been delivered.

#### **10. Customers using data transfer**

The Client may use the Shipper's IT services. In such case, the Client shall be responsible for the accuracy and sending of all data to the Shipper's IT system. In the event of non-delivery of data (electronic orders/shipping instructions) to the Shipper's IT system, the Shipper shall not be liable for services ordered electronically by the Client. This provision shall apply even if the Shipper or entrusted transporter at the time of carriage of the parcel was provided with a paper form (order/shipping instructions) in which the requirements for the Shipper's services are specified. If the contents of the data (electronic order/shipping instructions) do not match the contents of the paper form (order/shipping instructions), the electronic form shall be given priority.

#### **11. Personal data protection**

The parties have agreed that the Client may be contacted by the Shipper or a person hired by the Shipper about marketing and/or advertising campaigns, offers of business cooperation, competitions, notices or questions regarding cooperation or other notices or commercial disclosures in person, by phone, in writing or by e-mail or by another contact method, and the Client grants consent for the use of such contact information for the Shipper's marketing purposes.

The Shipper hereby undertakes to treat all data of data subjects which it receives from the Client for the purpose of carrying out shipping and related services and which have the character of personal data in a manner that complies with valid Czech and EU legislation and shall not use such data for any purpose other than fulfilment hereof for the benefit of the data subjects, in accordance with Article 6 (1) (b) of Regulation (EU) No. 2016/679.

#### **12. Joint provisions**

The Contracting Parties hereby jointly declare that any provisions hereof which derogate from the provisions of the Civil Code have been agreed upon knowingly, and they also declare that based on their good faith and awareness such derogating provisions do not conflict with ethics, do not disrupt public order and do not interfere with any rights relating to any persons' positions, including the right to protection of anyone's reputation, and that they have been agreed upon honestly.

References to the Civil Code used herein refer to Act No. 89/2012 Coll., the Czech Civil Code.

Any declarations about invalidity of any of the provisions hereof shall not invalidate these Terms as a whole.

These Terms shall become valid as of 1 April 2018.