



## TERMS AND CONDITIONS

### I. Introductory Provisions, Definition of Forwarding Services

1. The Terms and Conditions form an integral part of the Forwarding Contract or a binding order, where the Forwarding Agent is obliged to provide transport of shipment and the Mandator is obliged to pay the agreed fee – price for providing forwarding services. The Terms and Conditions thus govern relations between the Forwarding Agent and the Mandator in providing shipment transport in a binding manner.
2. The price list containing the price of forwarding services is available on the company website (hereinafter [www.dhlparcel.sk](http://www.dhlparcel.sk)) (hereinafter "Price List").
3. Providing shipment transportation means the sum of all necessary activities and operations related to the transfer of the shipment from the Consigner to the Recipient on the territory of the Slovak Republic or abroad. The Forwarding Agent is responsible for the provision of shipment based on the Forwarding Contract or the Forwarding Order in its own name at the expense of the Mandator using one of the following methods of delivery (or their combination, if not excluded below) according to the preference of the Mandator:
  - a) DHL Parcel Slovakia - i.e. delivery of a shipment to a recipient in the Slovak Republic pursuant to applicable legislation to the address specified on the shipping label.
  - b) DHL Parcel CONNECT, DHL Parcel International - i.e. delivery of a shipment to a Recipient at an address outside the territory of the Slovak Republic in accordance with the conditions further specified in these Terms and Conditions.
  - c) DHL Parcel Import - i.e. delivery of a shipment from a Consigner at an address outside the territory of the Slovak Republic. This service includes the possibility of accepting the delivery in the Slovak Republic and in other countries listed on DHL Parcel Slovakia website.
  - d) DHL Parcel Slovakia Morning - i.e. delivery of a shipment within a shorter period of time - the times of delivery depending on the location of delivery are specified at [www.dhlparcel.sk](http://www.dhlparcel.sk)
  - e) DHL Parcel return - i.e. delivery of a shipment with the Recipient's option to send the whole or part of the shipment back or return it to the Consigner using a label designated for this purpose.
  - f) Transport Order – i.e. the possibility of the Mandator to order the acceptance of the shipment for delivery by the Forwarding Agent anywhere in the Slovak Republic at an address specified by the Mandator which is different from the locations of acceptance according to Art. V, paragraph 3, item b) of these Terms and Conditions.
  - g) DHL Parcel For You - i.e. ordering transport of shipments without the need to conclude a written Forwarding Contract in advance.
4. The Mandator may also select of one of the following additional services no later than during the handover of the shipment for transport:
  - a) Shipment Cash-on-Delivery, Composite Cash-on-Delivery – i.e. shipment delivery to the Recipient subject to payment of the amount specified by the Mandator (hereinafter "**Cash-on-Delivery Amount**"). The Cash-on-Delivery amount is collected for the



Mandator by a person conducting the shipment delivery (deliveries transported within this service, hereinafter **“Cash-on-Delivery Shipments”**).

- b) **“Documents Back”** – i.e. shipment delivery to a Recipient subject to the confirmation of the documents handed over for transport by the Mandator together with the shipment by the Recipient. The Forwarding Agent subsequently delivers the confirmed documents back to the Mandator while the conditions and price of document delivery back to the Mandator are agreed individually.

## II. Basic Terms

1. Unless otherwise explicitly agreed within the Terms and Conditions or in the Forwarding Contract, for the purpose of the relationship between the contracting parties based on the Forwarding Contract, the following terms have the following meaning:

**“Forwarding Agent”** – means DHL Services Slovakia s.r.o., IČO (Identification Number): 47 9327 682, with its registered office at Na Pántoch 18, Bratislava – Rača, postcode 831 06, registered in the Commercial Register maintained by the District Court Bratislava I, Section Sro, Insert 100759/B, including all their establishments and branches;

**“Mandator”** – means the person, with whom the Consigner concluded a Forwarding Contract, and who is indicated as the Mandator in the Forwarding Contract;

**“Consigner”** - means the person indicated on the shipment as the Consigner; if the Consigner is not indicated, the Mandator shall be considered the Consigner;

**“Consignee” or “Recipient”** - means the person indicated on the shipment as the Recipient or Consignee by the Mandator or the Consigner;

**“Shipment”** – means items accepted by the Forwarding Agent as one unit for the service according to the Forwarding Contract concluded between the Mandator and the Forwarding Agent;

**“ParcelShop”** - means an establishment of a person other than the Consigner used as a location for acceptance of shipments dropped off by the Mandator or as a location for release of shipments to the Recipient marked as a ParcelShop.

2. Additional terms can be defined in the Terms and Conditions below or in the Forwarding Contract.
3. Unless stated otherwise, the terms used in the Forwarding Contract and in the documents used within the relationship of the Mandator and the Forwarding Agent based on the Forwarding Contract have the same meaning as stated in these Terms and Conditions.



### III. Nature of Shipment Stipulated by the Forwarding Agent

1. The Forwarding Agent stipulates that the shipments handed over for transportation (except shipments of products specified in Art. 3, par. 3, item b) and c) of the Terms and Conditions must fulfill the following conditions:
  - a) length of shipment (longest side) may not exceed 2 m;
  - b) sum of the perimeter and the length of the shipment may not exceed 3 m;
  - c) weight of shipment including the packaging may not exceed 50 kg;
  - d) value of one shipment containing securities permitted in accordance with Art. III. par. 3 item b) of these Terms and Conditions may not exceed EUR 5,500.00;
  - e) value of one shipment without additional insurance may not exceed the total amount of EUR 2,500.00 without VAT;
  - f) value of one shipment handed over for transportation, with proper additional insurance, may not exceed the total amount of EUR 30,000.00 without VAT.
2. The Mandator is obliged – based on the character of the contents of the transported shipment – to properly package the shipment so that:
  - a) the content of the shipment is secured against movement in a way that the packaging of the shipment provides sufficient protection, mainly for fragile parts of the content of the shipment (inside fillings and fixations);
  - b) for items and substances mentioned in Art. III. par. 3 item b) of the Terms and Conditions, it is not visually evident what the shipment contains, furthermore these items and/or substances must be packaged in secured envelopes or in packaging secured by undamaged unique control strip of the Mandator;
  - c) the packaging of the shipment allows safe handling of the shipment conducted by one person;
  - d) the packaging provides natural protection to the transported content during regular or exceptional handling requested by the Mandator, including handling on a roller conveyor;
  - e) the shipment does not endanger other shipments transported at the same time, the used mean of transportation, warehouse facilities of the Forwarding Agent or means of automation of loading manipulation;
  - f) the shipment does not present danger to life, health and safety of people, who come in contact with the shipment, it allows – when following elementary safety and expert care – transport of shipments in layers on a storage surface of the means of transportation;
  - g) the packaging of the shipment must be compact, with a regular shape. With the exception of cases agreed in advance when the increased level of risk related to a partial loss is agreed with the Mandator, the shipment always consists of only one package; such agreement is not possible in the case of products specified in Art. I, par. 3, items b) and c) of these Terms and Conditions.



In the event that any of the obligations of the Mandator mentioned in this section of the Terms and Conditions are not fulfilled, the Forwarding Agent is entitled not to accept the shipment for transport.

3. The Forwarding Agent stipulates that the content of the transported shipment may not contain the following:
  - a) Items and substances that will classify as hazardous material, dangerous goods, prohibited items or items the transport of which is restricted by the IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods) of any competent governmental authority or another competent organization;
  - b) Items and substances not cleared by the customs in the event that such customs clearance is required pursuant to the customs legislation;
  - c) Forged goods, animals, precious metals, money, banderole / label indicating payment of taxes, tradable documents issued to the bearer, precious metals and stones, real firearms or their imitations, parts of weapons, weapons, explosives and ammunition, human remains, pornography and illegal narcotics / drugs);
  - d) Objects and substances that are extraordinary valued, such as precious stones, precious metals, artistic objects, collections, notes, coins, activated payment and other credit cards and securities, except meal tickets, cellular phone charging coupons, SIM cards, freeway stamps, winning tickets and telephone cards of operators of telephone lines, the maximum value of which in one shipment does not exceed the value mentioned in Art. III. par. 1 item d) of these Terms and Conditions;
  - e) objects and substances that are dependent on changes of temperature, such as: perishable goods, medical material (blood samples and blood derivative products), live flowers, etc.
  - f) objects and substances easy damageable even when observing the instructions for special manipulation with the shipment, such as: alcoholic and other expensive beverages in glass bottles, other fragile containers, etc.;
  - g) other objects and substances, which require special modification of a vehicle or formation of special conditions during transportation according to valid regulations due to their nature such as e. g. freely stored substrates, or
  - h) objects and substances, or any other things respectively, regarding which the Forwarding Agent decides that they cannot be transported safely or legally.
4. The Mandator is obliged to inform third parties, who will give the shipments for transportation, about the conditions and stipulated features according to this article and to ensure that the shipments handed over for transportation based on its order are in compliance with these provisions; the Mandator is liable for non-fulfillment of these requirements of the Mandator the same way as if it handed over the shipment for transport itself.

#### IV. Price for Forwarding Services and Terms of Payment

1. The Mandator is obliged to pay the remuneration (price) for the provision of forwarding services determined based on the tariffs according to the applicable Price List of relevant products.



The right of the Forwarding Agent to the reimbursement of a price for forwarding services arises upon delivery of the shipment to the Forwarding Agent. The price can be lowered by discounts from the applicable Price List for particular products mentioned in the Forwarding Contract.

2. The price of shipment transportation is increased by the following items:
  - a) "Balance Draw/"Cash-on-Delivery Fee", the amount of which is determined in a special Price List (applies to the Cash-on-Delivery shipments); the Forwarding Agent is authorized to charge the "Balance Draw/"Cash-on-Delivery Fee" for each shipment marked with a Cash-on-Delivery label, or for a shipment identified as cash-on-delivery by other means stipulated by the Forwarding Agent as well as for all shipments delivered within so-called composed cash-on-delivery;
  - b) "Additional insurance" on the shipment (applies to shipments with a value in excess of EUR 2,500.00 without VAT), unless these Terms and Conditions define otherwise for individual products.
  - c) Price of extra shipping actions that had to be taken due to reasons on the part of the Mandator: repeated shipment delivery to the recipient (third delivery, or additional deliveries), its storage, return of undeliverable shipment, disposal of shipment in compliance with the provisions of these Terms and Conditions, ensuring transport of over-sized or over-weighted shipment, collection or delivery of shipment after standard business hours, etc.
  - d) Extra toll-road fee, fuel surcharge and inflation clause;
  - e) "Customs Services Fee" for shipments subject to customs procedures.

The amount of various fees and other details for their calculation are determined in the Price List.

3. The Mandator is obliged to pay the agreed price to the Forwarding Agent for forwarding services at the latest on the account day mentioned on invoices issued by the Forwarding Agent. In case of delay in payment, the Mandator is obliged to pay to the Forwarding Agent a contractual fine in the amount of 0.05 % of the amount due for every (even commenced) day of delay.
4. The Mandator is entitled to make a claim regarding the information specified on an invoice issued by the Consigner for the transportation of shipments within 2 months after the delivery of the invoice.

#### V. Acceptance of Shipment for Transportation

1. The Mandator is entitled to order pick-up of the shipment at [www.dhlparcel.com/sk](http://www.dhlparcel.com/sk), by e-mail, fax, by phone or through a software application designated to the Forwarding Agent for this purpose while the shipment must be accepted for transportation the next business day. In case of Shipment Order and DHL Parcel Import a telephone order is not acceptable.
2. In extraordinarily urgent cases it is possible to accept a Shipment Order until 10 a.m. of the day, when the shipment is accepted for transportation.
3. Individual parcels shall be accepted by the Forwarding Agent for transportation in the following manner:



- a) The Forwarding Agent or its designated representative will accept the shipments for transportation in a location agreed in advance, generally at the headquarters or an establishment of the Consigner;
- b) The Forwarding Agent may accept shipments for transportation also in the DHL Parcel Slovakia depot at the times specified at [www.dhlparcel.sk](http://www.dhlparcel.sk), except weekends and holidays;
- c) In case that the Transport Order was arranged for the shipment delivery, the Forwarding Agent is obliged to ensure acceptance of the shipment for transportation at any location in the territory of the Slovak Republic at the address specified by the Mandator.

4. During the shipment transfer, the Mandator is obliged:

- a) to furnish the shipment on the upper side with a corresponding label with a barcode, which is in compliance with the method of delivery selected by the Mandator, where the recipient identification is legibly shown, specifically name of the physical person or name of the legal entity of the recipient and exact address of delivery, including ZIP code and telephone number, identification of a person authorized to accept the shipment for or on behalf of the recipient (hereinafter as “**Authorized Person**” or “**Contact Person**”), eventually other important information simplifying the delivery of the shipment; the Mandator is obliged to pay increased attention to the accuracy of the ZIP code and acknowledges that the ZIP code is decisive for the delivery and the Forwarding Agent does not need to examine if the ZIP code stated on the label is in compliance with the name of the delivery location;
- b) clearly and unambiguously mark the fact on a shipment, that the address of the Consigner or the address or the Recipient is abroad if applicable, i.e. it is a shipment delivered within the products specified in Art. I, par. 3, items b) and c) of these Terms and Conditions, and to use the appropriate label for marking the shipment;
- c) clearly and unambiguously mark on the shipment using the appropriate label which additional services offered by the Forwarding Agent were selected by the Mandator for the delivery of the shipment;
- d) to remove from the shipment all misleading information, identification, addresses, or used labels, which have nothing to do with the commenced transportation and to secure that every shipment has only one valid label, and also in the case, when the packaging of a shipment is used multiple times; the Forwarding Agent is entitled to request a contractual fine up to the amount of EUR 90.00 from the Mandator for each case when the Mandator fails to fulfill its obligation according to the previous sentence;
- e) to mark the shipment using the relevant cautionary sticker, which limits the way how to handle the shipment if required by the nature and character of the shipment. If the marking on the shipment is not clear (e. g. there are multiple cautionary stickers, whose meanings are not mutually compatible), it is considered that the shipment does not require special handling. Other warnings than glued cautionary stickers, or cautionary markings printed directly on the original packaging of the shipment will not be taken into account by the Forwarding Agent, except provisions of Art. VI. par. 7 of these Terms and Conditions;



- f) to inform the Forwarding Agent in writing (form of DHL Parcel Slovakia or e-mail to the Forwarding Agent's depot, with whom the Mandator concluded the Forwarding Contract) about the real value of the shipment, if it exceeds EUR 2,500.00 without VAT (or another value according to the individual products of the Forwarding Agent) and to request additional insurance according to the real value of the shipment. If the Mandator fails to do so and this fact is revealed, the Forwarding Agent is entitled to demand a contractual fine according to Art. XIII. of these Terms and Conditions and possibly set off the claim for the contractual fine against the Mandator's claim for damages;
- g) to warn the Forwarding Agent of a "composed cash-on-delivery" (collection of shipments with zero cash-on-delivery value accompanying one parcel with non-zero value from one consigner to one recipient), to mark parcels with zero value by ordinal numbers and indicate their total number on the label of the non-zero parcel. In this case the shipments with zero value will be released to the recipient only when the cash-on-delivery value of the non-zero parcel is paid;
- h) to add a properly and clearly completed "List of Cash-on-Delivery Shipments" to cash-on-delivery shipments and clearly indicate the cash-on-delivery value on the appropriate label with a barcode while this amount must be the same as the amount mentioned in the List of Cash-on-Delivery Shipments. If both amounts are not the same, the cash-on-delivery amount listed in the List of Cash-on-Delivery Shipments is decisive for the Forwarding Agent;
- i) to verify the identity of the crew of the vehicle based on their identification cards or state ID cards and to contact the Forwarding Agent in case of any doubts.

The Mandator is responsible for fulfilling the obligations according to this paragraph even when the shipment is handed over for transport by a third person (in particular in the case of a Shipment Order).

5. The Forwarding Agent is entitled to refuse to accept the shipment for transport if it is clear that it does not have the required characteristics or is not properly marked according to Art. III. par. 2, 3 and 4, or Art. V. of these Terms and Conditions. If the Forwarding Agent discovers this fact after accepting the shipment, it is entitled to return the parcel back to the Mandator. In this case, the Forwarding Agent has the right to claim the costs for transport, a handling fee and the real costs of returning the shipment to the Mandator. If it is not possible to return the shipment back to the Mandator, further steps shall be governed by the provisions of Art. VII. -IX. of these Terms and Conditions.
6. In the event that the shipment does not have the required properties according to Art. III. par. 1 of these Terms and Conditions and the Forwarding Agent does not return the shipment to the Mandator, the Forwarding Agent is entitled to ensure the delivery of the shipment through third parties, including using the services of another forwarding agent for which the Mandator hereby gives its consent to the Forwarding Agent. The Mandator takes into account and agrees with the fact that the duration of transportation can be longer in this situation and that in such case the Forwarding Agent has the right to claim the payment of the transportation fee according to the tariffs of the current Price List for these shipments.
7. The Forwarding Agent has the right to amend the Mandator's information about the weight and volume of the shipment, including individual pieces, in the event when the automatic scales



or other tools and methods of the Forwarding Agent find a difference between the information listed on the transport label and the actual weight or volume of the shipment. In this situation the Forwarding Agent's information is decisive for the calculation of the fee for forwarding services.

8. If the Shipment Order was agreed for the delivery of the shipment, the Mandator is obliged to ensure the fulfillment of the obligations according to these Terms and Conditions and the possibility of accepting the shipment at the agreed address. Otherwise, the Mandator is responsible for the payment of expenses incurred by the Forwarding Agent and/or third parties due to the failure to fulfill these obligations.

## VI. Delivery of Shipment

1. The Forwarding Agent usually delivers the parcel by 9 p.m. of the following business day after accepting the parcel for transport within the product DHL Parcel Slovakia (when delivering a shipment within the product DHL Parcel Slovakia Morning as specified at [www.dhlparcel.sk](http://www.dhlparcel.sk)). Shipments delivered within products specified at the company website are also delivered on Saturdays, unless it is a national holiday. Upon agreement with the Recipient or based on an "Agreement to Deliver" or based on another fact specified in these Terms and Conditions, the shipment may be also delivered differently than in accordance with this rule. Different times of delivery of the shipment in accordance with the Forwarding Agent's website [www.dhlparcel.sk](http://www.dhlparcel.sk) apply to other products of the Forwarding Agent and to delivering shipments to ParcelShops. The person conducting the delivery will try to contact the recipient by phone (or via SMS) prior to the delivery using the phone number indicated on the parcel and inform the recipient about the expected time of delivery, eventually will try to adjust the expected time of delivery to the needs of the recipient based on agreement with the recipient, if possible.
2. The Forwarding Agent will make an adequate effort to deliver the shipment in compliance with par. 1 of this Article. However, the Forwarding Agent is not liable for damage incurred by the Mandator as a result of non-fulfillment of the above-mentioned approximate time frame.
3. The Forwarding Agent delivers the shipment to the recipient at the location indicated on the label as the recipient's address while the shipment is delivered upon handover to a person who proves his/her identity and when there are no doubts about his/her competent relationship to the recipient.

The conditions for handover of the shipment are as follows:

- a) A confirmation of acceptance of the shipment by a person according to the first sentence of this paragraph in the form of a signature on the electronic mobile scanning device, or on a document designated to this purpose by the Forwarding Agent;
- b) Within the "Documents Back" service, a condition for the handover of the shipment to the recipient - beside the conditions listed above under the item a) of this paragraph - is also confirmation of the documents provided by the Mandator to the Forwarding Agent together with the shipment by the person, who is authorized to confirm them in the required manner in the name or on behalf of the recipient with regard to the nature of these documents (this condition is considered fulfilled if the authorized



person of the recipient confirms the fulfillment of this condition on a document designated for this purpose by the Forwarding Agent);

- c) Within the cash-on-delivery of a shipment, the payment of the relevant cash-on-delivery amount by the recipient is also a condition besides the condition mentioned above under item a) of this paragraph.
  - d) If the place of delivery of a shipment is a ParcelShop, the handover of the shipment to the recipient in the cases specified at the Forwarding Agent's website is also subject to the identification of the recipient by entering a PIN code;
  - e) If the place of delivery of a shipment is an automatic shipment dispensing machine, the handover of the shipment to the recipient is also subject to the identification of the recipient by entering a PIN code;
  - f) In the event of delivery to a private address, the shipment can be accepted also by an alternative recipient - besides the recipient or the recipient's representative - who is a physical person over 18 years of age who is present in the apartment or other premises at the delivery address as indicated by the Mandator and who proves his/her identity, confirms the acceptance of the parcel by his/her signature and adds his/her identity card or passport number to his/her signature. Delivery to an alternative recipient is not possible, if:
    - the Mandator excluded such method of delivery, or
    - the shipments are sent in the "Documents Back" mode.
4. If the shipment is not accepted at the place identified by the recipient's address by the recipient, the shipment can be delivered using alternative methods of delivery:
- a) delivery of the shipment to an automatic shipment dispensing machine;
  - b) delivery of the shipment to a mailbox if the legal system of the relevant country allows delivery to a mailbox;
  - c) delivery of the shipment to a safe place if agreed with the recipient;
  - d) delivery of the shipment to a neighbor, if agreed with the recipient;
  - e) delivery of the shipment to a ParcelShop.
5. If the shipment cannot be delivered using any of the methods specified in the previous paragraph, the Forwarding Agent will leave a written message indicating the intent to deliver the shipment to the delivery address and ensure a repeated delivery attempt on the next business day. If it is not possible to deliver the shipment during the second attempt because of reasons on the part of the recipient, the Mandator, consigner, addressee or the owner of the shipment, the Forwarding Agent will ensure in compliance with the Mandator's instructions, which will be requested by the Forwarding Agent for this purpose, that:
- a) other attempt/s to deliver the shipment during the following business days is/are executed;
  - b) the shipment is delivered to another person, or to a different address;
  - c) the shipment is returned to the Mandator;



- d) the procedure according to the provisions of Art. IX. – XI. of these Terms and Conditions is followed.

The price of the acts according to the previous items a) to d) of this provision is governed by the applicable Price List.

If the recipient requires re-routing of the shipment to a delivery address different than originally listed and if the person indicated on the shipping documentation is the recipient, the recipient must demonstrate this requirement by a request. Delivery to another address may be subject to a fee.

6. If the Forwarding Agent does not receive instructions on further procedure from the Mandator within three (3) business days from the delivery of the request for instructions, the shipment shall be returned to the Mandator. If it is not possible to return the shipment to the Mandator, further procedure shall be governed by the provisions of article VII. – IX. of these Terms and Conditions. The expenses of such procedure shall be covered by the Mandator.
7. The shipment may be also picked up in person from the Forwarding Agent's delivery depot provided that there is an indication "PICK-UP IN PERSON" on the shipment. Pick-up in person is available at times specified at [www.dhlparcel.sk](http://www.dhlparcel.sk). The provisions of the preceding paragraphs of this article, including mainly provisions on proving the identity of an authorized person of the recipient, will apply correspondingly to this type of delivery in full.
8. The Forwarding Agent is obliged to transfer the amount collected during delivery of a cash-on-delivery shipment to the account determined by the Mandator without undue delay, however no later than within 7 business days from the collection of the cash-on-delivery amount. The transfer means debiting the amount from the Forwarding Agent's account to the credit of the Mandator's account.
9. The Mandator expressly agrees and authorizes the Forwarding Agent to set off its due receivables owed by the Mandator older than 7 days against the cash-on-delivery amounts collected during delivery of cash-on-delivery shipments from recipients which the Forwarding Agent would otherwise be obliged to transfer to the Mandator's account. The Forwarding Agent shall inform the Mandator of such set-off in writing. In the event of the Mandator's written complaint regarding the invoice, the relevant receivable may be set off only after the written settlement of the complaint by the Forwarding Agent.
10. If the recipient of a shipment refuses to accept the shipment without stating the reason for the refusal in the document designated for this purpose by the Forwarding Agent, it is considered that the recipient was incorrectly identified by the Mandator. In this case, Art. VI. par. 5 of these Terms and Conditions shall reasonably apply to the rights and obligations of the Forwarding Agent.
11. The person conducting the delivery of the shipment is not obliged to participate in the inspection of the contents of the shipment conducted during the delivery.
12. The Forwarding Agent is entitled to suspend the transportation of the Mandator's shipments if it holds receivables from the Mandator that are more than 30 days overdue. As soon as the Mandator settles the claims, the transportation of shipments will resume.



## VII. Storage of Shipments

1. The Forwarding Agent shall store the shipment, however not for more than 10 days, in the following cases:
  - a) The Mandator instructed the Forwarding Agent to store the shipment; „PICK-UP IN PERSON“ indicated on the package is considered to be such instruction;
  - b) It is not possible to deliver or return the parcel to the Mandator, including (but not limited to) the following situations:
    - no person, to whom the parcel could be delivered according to the Terms and Conditions, was present at the address of the recipient;
    - the recipient refuses to accept the parcel;
    - information indicated on the parcel needed for the delivery or return of the parcel is inaccurate, incomplete or unreadable.
2. In accordance with the instructions of the Mandator according to article VI., par. 4 of these Terms and Conditions, the Forwarding Agent can make another attempt(s) at the delivery or return of the shipment during the storage of the shipment. This does not interrupt or suspend the time limit for storage of the parcel.
3. After the expiry of the time limit agreed in par. 1 of this article of the Terms and Conditions, the Forwarding Agent is entitled to ensure the sale of the shipment or its part in an appropriate manner unless the Mandator gave the Forwarding Agent instructions for further procedure since the expiry of the time limit agreed in par. 1 of this article of the Terms and Conditions, and:
  - a) it is not possible to deliver or return the parcel or if it is not supposed to be returned in accordance with the Agreement, or
  - b) if a reasonable doubt exists that the content of the parcel could perish before delivery.
4. If it is possible, the Forwarding Agent will release to the Mandator the profit from sale after the deduction of expenses of storage, expenses of the sale and unpaid part of the price for forwarding services (net profit).
5. The price for these services shall be determined according to the valid Price List.

## VIII. Opening of Parcel

1. The Forwarding Agent is entitled to open a parcel if:
  - a) it is not possible to deliver it or to return it or is not supposed to be returned according to the contract;
  - b) there is reasonable suspicion that it contains an item considered dangerous under these Terms and Conditions, or an item that cannot be included in the shipment in accordance with Art. III. 3 of these Terms and Conditions, or whose transport is not permitted for another reason;



- c) the parcel has defective packaging or there are the signs of damage to the content, e.g. the content is leaking, it can be heard during handling that the content is broken, etc.;
  - d) the Forwarding Agent has a reasonable suspicion that the parcel contains objects and substances damaged before the parcel was handed over to the Forwarding Agent for transport;
  - e) there is a reasonable concern that the parcel was damaged or could have been damaged before the delivery, or
  - f) it is necessary to follow the obligations stipulated to the Forwarding Agent based on legislation or the Forwarding Contract.
2. The content of a parcel can be viewed when opened only to the extent necessary for the purpose of the inspection of the parcel. During opening, the protection of the features protected under applicable legislation must be ensured.
  3. After identifying the condition of the parcel, the parcel must be secured by original tape with a logo of the Forwarding Agent.

#### IX. Disposal of Parcel

1. The Forwarding Agent is entitled to ensure the disposal of the shipment or its part after the expiry of the time limit agreed in Art. VII. par. 1 of these Terms and Conditions, if:
  - a) the content of the shipment has fully and partly devalued,
  - b) if the parcel, which cannot be delivered and at the same time cannot be returned, or is not supposed to be returned according to the Forwarding Agreement, is not sold,
  - c) informs the Mandator about the recognition of the claim for compensatory damages caused to the transported parcel.
2. It is possible to dispose of the parcel or its part even before the expiry of the agreed time limit, if it is necessary to ensure the protection of the health of persons.
3. The Mandator is obliged to compensate the Forwarding Agent for any loss incurred by the Forwarding Agent in connection with the disposal of the shipment in accordance with this article, in particular including cost associated with the disposal of the parcel and cost associated with the satisfaction of claims of third parties raised against the Forwarding Agent in regard to the parcel.

#### X. Liability of the Forwarding Agent for Damage

1. The Forwarding Agent is liable to the Mandator only for actual damage incurred on the transported parcel during transport. Actual damage incurred means the decrease of the value of the shipment in consequence of the occurrence of loss. In any case, the Forwarding Agent is not liable to the Mandator for lost profit, or any other consequent damage that may arise in connection with the provision of transport, or for damage incurred by the Mandator or third persons in connection with the transportation of the parcel.
2. The Forwarding Agent shall not be liable for damage to an accepted parcel if it proves that the damage was caused:



- a) by the Mandator, consigner, recipient or owner of the parcel;
  - b) by defect or natural character of the parcel, including usual decrease;
  - c) by defective packaging, of which the Forwarding Agent warned the Mandator (Consigner) during the acceptance of the parcel for shipment. If the Forwarding Agent fails to point out any defects of the packaging, it shall not be liable for damage caused to the shipment due to defective packaging only if the defective or unfit nature of the packaging was not evident,
  - d) using the procedure in accordance with these Terms and Conditions (mainly the procedure according to article VII. or IX. of these Terms and Conditions).
3. The Forwarding Agent will be cleared of liability for damage on accepted parcels also in the situation when it could not have prevented the occurrence of the damage even when exercising expert care usual in the field of forwarding services.

#### XI. Liability of the Mandator for Damage

1. The Mandator is liable for damage incurred by the Forwarding Agent or third parties as a consequence of a violation of the Mandator's obligations according to the Forwarding Contract, including these Terms and Conditions, mainly (though not exclusively) the obligation to provide the Forwarding Agent with the correct and complete data about the content of a parcel and its character, as well as other facts necessary for concluding a shipping agreement or providing and/or performing the transportation of the shipment.

#### XII. Complaints and Claiming Compensation for Damage to Transported Shipments

1. The Mandator is entitled to claim damages due to harm, destruction, partial or complete loss of the transported parcel.
  - a) Harm means change of state, i.e. change of quality, size, structure, stability, composition, objects constituting the shipment, which can be removed by repair, or such change of state which cannot be removed by repair but nevertheless the item can be used for the original purpose.
  - b) Destruction means such change of state of items constituting the shipment that cannot be removed by repair and the item can no longer be used for the original purpose.
2. Damage means:
  - a) in case of harm to the shipment the adequate costs of repair necessary for bringing the shipment into the original condition, including costs of disassembly and assembly of the object. The price of marketable and usable remains of replaced parts shall be deducted from these costs. As long as the damaged shipment is not repaired and is usable for the original purpose even with the damage, the Mandator shall be entitled to claim compensation for damage in the amount of the difference between the price of the shipment before and after the damage. The price of the damaged shipment is the amount determined by an expert review, or alternatively the net profit from the sale of the damaged shipment if the Forwarding Agent agrees with the sale,



- b) in case of destruction or loss of the parcel the real value of the parcel at the time of acceptance of the parcel for transportation, or its part, if only a part is lost or damaged.
3. It is necessary to file a complaint in writing with the Forwarding Agent at the locally competent depot of the Forwarding Agent where the consigner ordered the transportation of the shipment, the transportation of which is concerned.
  4. The Mandator is obliged to ensure that the recipient checks during the acceptance of the shipment whether the packaging remained intact and whether the shipment shows any obvious signs of damage. This check does not concern the content of the parcel. If any obvious defects are found during the acceptance, the Mandator is responsible for ensuring that this fact is notified in writing at the moment of delivery.
  5. The Mandator is obliged to ensure that the Forwarding Agent is notified of any hidden defects of the shipment without delay, however, no later than within 3 business days from the day when the shipment was delivered, and to request the completion of a report on damage.
  6. In both cases (according to par. 4 and 5 of this article of the Terms and Conditions) the Forwarding Agent has the right to check the actual condition of the damage or partial loss of a parcel. For these reasons the Mandator is obliged to ensure that the parcel is not handled and that the packaging of the parcel, in which the parcel was delivered, is retained. For the same reason, the parcel cannot be disposed of and it cannot be transferred to another location without approval of the Forwarding Agent.
  7. If the Mandator fails to fulfill its obligations according to par. 4 of this article of the Terms and Conditions on time, the Forwarding Agent is entitled to reject the complaint due to a lack of evidence of the occurrence of damage.
  8. The Mandator, recipient and Consigner are obliged to allow the insurance representative of the Forwarding Agent to check any damaged parcels.
  9. The Mandator is obliged to hand over any damaged shipment to the Forwarding Agent at the moment when the Forwarding Agent informed the Mandator that it accepts the liability for the damage and will pay the damage in full; this obligation shall apply only if the compensation for damage corresponds to the value of the shipment.
  10. A complaint regarding damage caused to a shipment must be filed without undue delay after it was discovered, however no later than 6 months after accepting the parcel for transport. Only the Mandator is entitled to file a complaint with the Forwarding Agent. This shall not affect the provisions of par. 11 of this article. In the event that the Forwarding Agent's insurance company makes a claim of recourse against a third party, the Mandator is obliged to make the claim no later than within 3 months after being notified of this fact by the Forwarding Agent, however, no later than within 6 months after the shipment was accepted for transport.
  11. The recipient is entitled to receive from the Forwarding Agent compensation for damage that occurred due to damage to the shipment which was not evident during the delivery if it proves that the damage originated during the distribution of the shipment and makes a claim no later than on the business day following the day of delivery of the shipment and returns to the Forwarding Agent the damaged shipment with the packaging. The recipient must claim its right to compensation for damage under the first sentence within six months from



the day following the date of acceptance of the shipment; otherwise, this right will expire. The recipient is entitled to compensation for damage to the extent specified in Act no. 324/2011 Coll., on postal services and changing and amending certain laws reduced by any compensation for damage paid due to damage to the same shipment allocated to the consigner.

12. Documents regarding the occurrence of the damage during transport, its nature and extent and the amount of actual damage must be enclosed to a complaint within the time period stipulated in par. 10 and 11 of this article of the Terms and Conditions. Occurrence of damage to a transported shipment is documented by a report on damage. The calculation of actual damage must be evidenced by a credible tax document or invoice for which the items and/or substances constituting the contents of the shipment were purchased. The claim for damages is made against the Forwarding Agent always without VAT, in all cases with the exception of damage resolved (in economically justified cases) by repair of the damaged product that will be invoiced as a separate transaction, or in cases when the Mandator is not a VAT payer.
13. In the case when the determination of the value of the damaged or missing contents of the shipment is based on an invoice in a foreign currency, the amount shown on such invoice shall be converted according the exchange rate published by the Slovak National Bank valid on the date of acceptance of the parcel for transport.
14. In the case of damage to an older object (e.g. electronics, PCs, etc.) or a used, refurbished or worn item, which represents the contents of the damaged parcel, the actual value of the item at the time of transport depends on the age of the damaged object and its depreciation. The amount of compensation for damage shall be calculated based on the value of the item at the moment immediately preceding the occurrence of the damage taking into account the age, depreciation and amortization of the item according to the relevant coefficients of the Forwarding Agent's insurance company; the Forwarding Agent is not liable for damage exceeding such identified amount.
15. The Forwarding Agent is entitled to ask the Mandator to amend the complaint. The time limit for processing the complaint is not running during the time from the submission of the request for amendment of the complaint until the delivery of the amendment of the complaint. The Forwarding Agent is obliged to process the "full" complaint (containing the report on damage, calculation of actual damage, or an expert opinion and a document regarding possible sale of the claimed goods) within 30 days after the complaint was delivered to the Forwarding Agent, and inform the Mandator of its position.
16. If documents from authorities active in criminal proceedings, from institutions active in the insurance business or another authority or institution are required to resolve the complaint, the time limit for processing the complaint does not run until the Forwarding Agent obtains such documents.
17. The actual payment for a duly submitted complaint acknowledged by the Forwarding Agent shall be made within 20 business days from the date of acknowledgment of the complaint by the Forwarding Agent. The Mandator is not entitled to set off the right to claim damages against the right of the Forwarding Agent to claim the payment of the price for forwarding services before the expiry of the time limit according to the previous sentence or upon a lawful recognition of the claim for damages by court.



18. In the event that a missing parcel, or its part, is found at any time during the complaint procedure, the right of the Mandator to claim damages to the shipment shall be considered paid at the moment when the Mandator gets the opportunity to dispose of the shipment; if the shipment was found by the Mandator or the recipient, the Mandator shall inform the Forwarding Agent of this fact in writing. If the Mandator has been compensated for the damage or its part by the Forwarding Agent in cash before finding the shipment, the Mandator is required to return this amount to the Forwarding Agent or release the contents of the shipment to the Forwarding Agent upon agreement with the Forwarding Agent.
19. In the event that there is a suspicion that a crime has been committed, the Mandator and the Forwarding Agent are required to cooperate and without delay share all necessary information used to capture the offender in a timely manner. This obligation applies to both the mutual cooperation between the Mandator and the Forwarding Agent as well as cooperation with authorities active in criminal proceedings. The Mandator takes into account that in cases set out by legislation the Forwarding Agent is required to inform an authority active in criminal proceedings, an administrative authority or court about information regarding the Mandator, recipient or the shipment if required to do so by the above authority.

### XIII. Agreement on Contractual Fine

1. In the case, when it turns out when claiming damages that the Mandator handed over a shipment with a value exceeding EUR 2,500.00 without VAT for transport (in the case of products DHL Parcel CONNECT and DHL Parcel International) and failed to inform the Forwarding Agent in time, or informed the Forwarding Agent of a lower price than the actual price of the shipment, thus not allowing the Forwarding Agent to add additional insurance to the shipment for its actual value, the Mandator is required to pay to the Forwarding Agent a contractual fine calculated as follows:

$$SP = SH - PH/SH \times PH$$

SP = Contractual Fine

SH = Real Value of Shipment

PH = Insured Value (amount for which the shipment is insured)

PH/SH = in the case of regular insurance of parcels, this coefficient must be greater than one or at least equal to one. If this coefficient is less than one, the shipment is under insured. In this case the Forwarding Agent is entitled to claim from the Mandator the contractual fine in the amount of the difference between the real value of shipment and the coefficient of lower insured value; other claims of the Forwarding Agent, mainly claims for damages, are hereby not affected.

2. The Forwarding Agent is entitled to set off its claim for a contractual fine against the Mandator's claim for damages incurred by the transported shipment.



#### XIV. DHL Parcel CONNECT

1. The following provisions apply to the transport of DHL Parcel CONNECT shipments.
2. The Forwarding Agent requires that the DHL Parcel CONNECT shipments meet the following conditions of delivery (except for parcels shipped to the Czech Republic):
  - a) The minimum dimensions of the shipment must be at least 15 cm x 11 cm x 1 cm;
  - b) The maximum dimensions of the shipment must not exceed 120 cm x 60 cm x 60 cm;
  - c) The shipment weight including packaging must not exceed 31.5 kg;
  - d) The transported parcel must not contain valuables;
  - e) The maximum amount of one cash-on-delivery shipment is specified on the company's website.
3. The Forwarding Agent requires that DHL Parcel CONNECT shipments delivered to Slovakia meet the following conditions:
  - a) The length of the shipment (the longest side) must not exceed 2 m;
  - b) The sum of the shipment perimeter and its length must not exceed 3 m;
  - c) The shipment weight including packaging must not exceed 50 kg;
  - d) The transported parcel must not contain valuables.
4. DHL Parcel CONNECT shipments must also have the properties required by the Forwarding Agent specified in Art. III, par. 2 and 3 of these Terms and Conditions, unless they are in conflict with the provisions of Article XIV.
5. In the event that the shipment is not accepted by the recipient at the location indicated by the recipient's address, the shipment may be delivered using alternative delivery methods:
  - a) Delivery of the shipment to a mailbox;
  - b) Delivery of the shipment to an automatic shipment dispensing machine;
  - c) Delivery of the shipment to a safe place if this has been agreed with the recipient;
  - d) Delivery of the shipment to a neighbor;
  - e) Delivery of the shipment to a ParcelShop.
6. If it is not possible to deliver the shipment using any of the above methods, the shipment will be automatically returned to the Mandator. This service is subject to a fee.
7. The Forwarding Agent is required to pay damages in accordance with the mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), which is a maximum of SDR 8.33 per kg of the shipment in case of its loss or damage. This limit is not valid if the shipment was destroyed or damaged by the Forwarding Agent intentionally.



In case of damage or loss of DHL Parcel Connect shipments, the shipment is automatically insured up to the amount of its actual value, but not to exceed EUR 2,500.00 without VAT. Additional insurance may be purchased covering a value of up to EUR 30,000.00 without VAT.

#### XV. DHL Parcel International

1. The following provisions apply to the transport of DHL Parcel International shipments.
2. The Forwarding Agent requires that DHL Parcel International shipments meet the following conditions:
  - a) The minimum dimensions of the shipment must be at least 15 cm x 11 cm x 1 cm;
  - b) The maximum dimensions of the shipment must not exceed 120 cm x 60 cm x 60 cm;
  - c) The shipment weight including packaging must not exceed 31.5 kg;
  - d) The transported parcel must not contain valuables;
  - e) The maximum amount of one cash-on-delivery shipment is specified on the company's website.
3. DHL Parcel International shipments must also have the properties required by the Forwarding Agent specified in Art. III, par. 2 and 3 of these Terms and Conditions, unless they are in conflict with the provisions of Article XV.
4. In the event that the shipment cannot be delivered at the location indicated by the recipient's address, the shipment will be automatically returned to the Mandator. This service is subject to a fee.
5. The Forwarding Agent shall pay damages in accordance with the provisions of the Universal Postal Convention (UPC), which is - for each shipment - a maximum of SDR 40 plus SDR 4.5 for each kg of the shipment in case of its loss or damage. In the case of cash-on-delivery shipments, the Forwarding Agent is required to pay damages up to the amount of the cash-on-delivery amount.
6. In case of damage or loss of DHL Parcel International shipments, the shipment is automatically insured up to the amount of its actual value, but not to exceed EUR 2,500.00 without VAT. Additional insurance may be purchased covering a value of up to EUR 30,000.00 without VAT.
7. In the case of countries listed on the company's website, the shipment will be delivered only to a locally competent post office.

#### XVI. DHL Parcel Import

1. The Forwarding Agent requires that shipments from the Czech Republic meet the following conditions:
  - a) The length of the shipment (the longest side) must not exceed 2 m;
  - b) The sum of the shipment perimeter and its length must not exceed 3 m;
  - c) The shipment weight including packaging must not exceed 50 kg;
  - d) The transported parcel must not contain valuables.



2. DHL Parcel Import shipments must also have the properties required by the Forwarding Agent specified in Art. III, par. 2 - 4 of these Terms and Conditions, unless they are in conflict with the provisions of Article XVI.

#### XVII. Specific Arrangements for Delivery to/from Abroad

1. In the case of international delivery of parcels to/from countries outside the European Union (hereinafter as "**third countries**"), export/import documents according to par. 5 and/or 6 of this article are a necessary condition for the transportation.
2. Unless the Forwarding Contract or a binding order determines otherwise, the following conditions apply:
  - a) Deliveries abroad - delivery terms according to INCOTERMS 2000: DAP (place of destination), i.e. the Mandator pays for transport to the recipient, including customs fees associated with the export, and the recipient pays for the customs services abroad, duty and taxes abroad. The Mandator is responsible for ensuring that the recipient fulfills its obligations. The Consigner shall indicate this fact on the invoice.
  - b) Deliveries from abroad - delivery terms according to INCOTERMS 2000: FCA (place of destination), i.e. the Mandator pays for transport from the Consigner to the recipient, including customs fees associated with the import, and the Consigner pays for the customs services abroad, duty and taxes abroad. The Mandator is responsible for ensuring that the Consigner fulfills its obligations. The Consigner shall indicate this fact on the invoice.

When a shipment is handed over for Delivery Abroad, the Mandator shall:

Attach the relevant label with a barcode intended for marking shipments for Delivery Abroad, i.e. the relevant products specified in Art. I, par. 3, item c) of these Terms and Conditions, onto the parcel.

Present a duly completed List of International Shipments to the Forwarding Agent in the relevant form provided by the Forwarding Agent.

3. When ordering Delivery from Abroad, the Mandator is obliged to show to the Forwarding Agent a proof of identity of;
  - a) the Consigner, including contact information and exact address for the acceptance of parcels;
  - b) addressee, including contact information and exact address for the delivery of parcels;
  - c) shipments, the transportation of which is to be provided by the Forwarding Agent.
4. The Forwarding Agent shall exercise adequate effort to ensure that the shipment is delivered in the case of international transport in accordance with the time limits set out in the Price List of International Transport. The Forwarding Agent is, however,



not liable for damage subsequently incurred by the Mandator due to violation of the stipulated time limits. The Mandator takes into account that the delivery times for international deliveries greatly depend on the smoothness of custom clearance and also on the calendar valid in every state, through which the shipment travels during transport.

5. In the case of Delivery Abroad to third countries, the Mandator is required to hand over documents specified for the below cases to the Forwarding Agent together with the shipment:

a) shipment cleared by the Mandator at the locally relevant customs office

- customs cleared Single Administrative Document (hereinafter as "**SAD**")
- export instructions
- 3 original INVOICES in the language of the recipient's country or in English that fulfill the following provisions:
  - Date and number of invoice issued
  - Exact information about the Consigner and the recipient
    - Business name or company name
    - Street and number (NO PO Box)
    - ZIP Code, city
    - Country
    - Contact person, telephone number
  - Invoiced price of goods (by individual items and total price), and possibly price for customs purposesThe Mandator takes into account that the price listed on the invoice must always be greater than zero.

In the event that additional corrections are made to the invoice (different font, etc.), it is necessary to authorize these changes (stamp + signature).

- Description of goods, not only catalog or type indication
- Custom tariff of exported goods (not a mandatory condition)
- Delivery term
- Indication of country of origin
- Stamp, signature of exporter

The Mandator takes into account that customs authorities and regulations of individual countries can have specific requirements regarding the form and content of documents accompanying shipments. If there are such requirements, the Forwarding Agent will inform the Mandator.

b) shipment for customs clearance by a contractual partner of the Forwarding Agent

If the shipment is not cleared through customs by the Mandator and is handed over for transport to the Forwarding Agent, the Forwarding Agent shall ensure its customs clearance through its contractual partner. In this case the Mandator is required to provide the following to the Forwarding Agent together with the shipment:

- 5 originals of the export INVOICE (required information is the same as in case of invoice according to item a) of this paragraph);



- CONTRACT on direct/indirect representation in customs procedure and a letter of attorney (including annexes mentioned in the contract) signed by the statutory authority of the company which is to be represented in the procedure;
  - Export instructions.
6. In case of Delivery from Abroad from third countries or Delivery from Abroad in cases when the parcel was not cleared for free circulation during importation to the European Union and it is under customs supervision at the time of handover for transport under this agreement, the Mandator is required to ensure that documents specified for the below cases are handed over to the Forwarding Agent together with the shipment:

- a) shipment cleared by a contractual partner of the Forwarding Agent into free circulation

In this case, an import SAD is issued for the goods and the shipment is cleared for free circulation and delivered to the recipient directly without any other obligations of the recipient.

Required documents:

- CONTRACT on direct/indirect representation in customs procedure and a letter of attorney (including annexes mentioned in the contract) signed by the statutory authority of the company which is to be represented in the procedure;
- 

- b) shipment cleared by the recipient

In this case, the Transit Document is issued for the shipment and the shipment is delivered to the recipient under customs supervision. The recipient is required to present the shipment together with the Transit Document for customs clearance at a locally competent customs authority by the date specified in the Transit Document.

Required documents:

- CONTRACT on direct/indirect representation in customs procedure and a letter of attorney (including annexes mentioned in the contract) signed by the statutory authority of the company which is to be represented in the procedure.

7. Questions, which are not specifically regulated by the provisions of this article, shall be governed by general provisions of these Terms and Conditions.
8. The time limit for notifications of hidden damage to a shipment according to Art. XII. par. 5 of these Terms and Conditions shall be in the event of Delivery Abroad 3 business days from the date of delivery. The Mandator is required to demonstrate the nature and extent of damage to the shipment to the Forwarding Agent by providing photo documentation within 10 business days from the date of delivery of the parcel.



9. The Mandator is obliged to ensure that the recipient checks during the acceptance of the shipment whether the packaging remained intact and whether the shipment shows any obvious signs of damage. This check does not concern the content of the parcel. If any obvious defects are found during the acceptance, the Mandator is responsible for ensuring that this fact is notified in writing at the moment of delivery.

#### XVIII. Protection of Personal Data

1. In relation to the performance of the Shipment Agreement or Shipment Order, Consignor shall hand over to Forwarder third-party personal data, particularly personal data of Shipper and/or Consignee in the following extent: name, surname, address, telephone number and e-mail address (hereinafter the "Third-Party Personal Data").
2. Consignor declares that Consignor has obtained Third-Party Personal Data in conformity with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), that Consignor has provided to third parties all information under the Regulation above and discharged any and all obligations laid down by the Regulation above so that Consignor could provide such data to Forwarder and Forwarder could duly discharge its obligations and exercise the rights arising from the Shipment Agreement or Shipment Order. Should Consignor's declaration under the previous sentence prove to be untrue or misleading, Consignor shall be obliged to compensate Forwarder for the damage in full and indemnify Forwarder against any harm incurred.
3. Forwarder shall be entitled to, and will, process Third-Party Personal Data, acting as controller, for the purposes of transport, delivery and monitoring of consignments, customer support, discharge of its obligations, statistics and statements, internal auditing and record-keeping and protection of its claims.
4. In relation to the performance of Forwarder's rights and obligations arising from the Shipment Agreement or Shipment Order, Forwarder shall be entitled to provide, and make available, Third-Party Personal Data to Forwarder's contractual partners who arrange for transport, pick up, handling, delivery or storage of the consignment for the purpose of its delivery, for Forwarder.
5. Forwarder undertakes to make available to Consignor, and enable Consignor the use of, secured interface for Third-Party Personal Data provision to Forwarder. Consignor shall be liable for securing personal data when they are transmitted to Forwarder in a manner other than via such secured interface. Forwarder shall apply appropriate technical and organizational measures to protect the provided Third-Party Personal Data against accidental or unauthorized destruction, or accidental loss, modifications, or making them available, or their provision.



#### XIX. Final Provisions

1. Unless agreed otherwise by the Parties, the Forwarding Contract is concluded for an indefinite period of time. Any of the Parties is entitled to withdraw from the contract without giving any reason. The termination period is one month commencing on the first day of the calendar month following the delivery of the termination notice to the other Party.
2. Any of the Parties is entitled to withdraw from this Forwarding Contract in compliance with the provisions of the Commercial Code. To avoid any doubts, a substantial violation of the Mandator's obligations for the purposes of the forwarding contract is particularly delay of the Mandator in the fulfillment of any financial amount according to the forwarding contract exceeding fourteen (14) days and/or a violation of obligations or non-fulfillment of conditions agreed in article III. and/or V. of these Terms and Conditions.
3. The Mandator is entitled to modify and amend the Forwarding Contract, including the Terms and Conditions and the Price List. The Forwarding Agent is obliged to inform the Mandator about any proposed amendment of the Forwarding Contract, Terms and Conditions or the Price List in writing, by fax or by e-mail usually at least 10 business days before the day when the proposed changes become effective. In the event that the Mandator does not inform the Forwarding Agent at least 1 business day before the effectiveness of the proposed changes in writing, by fax or e-mail about its disagreement, or orders transportation of shipments even after the effective date of the proposed changes, it is considered that the Mandator agrees with the proposed changes or amendments.
4. In the event that the Mandator expresses disagreement with the changes according to par. 3 of this article of the Terms and Conditions, the Mandator has the right to withdraw from the Forwarding Contract. The valid wording of the Terms and Conditions, Price List and other information are published at [www.dhlparcel.sk](http://www.dhlparcel.sk).
5. Any requests, withdrawals and other unilateral acts conducted by one of the Parties in accordance with this Contract or the law towards the other Party shall be considered delivered no later than on the fifth day after the Party taking the action submitted it in the form of registered mail for postal delivery to a public carrier.

These Terms and Conditions shall become valid and effective on 25 May 2018.

