

## COMMERCIAL TERMS AND CONDITIONS

### Express One Slovakia s.r.o.

#### PREAMBLE

**Express One Slovakia s.r.o.**, registered address Senecká cesta 1, 900 28 Ivanka pri Dunaji, registered number: 31 342 621, registered in the Commercial Register of District Court Bratislava III, Section: Sro, Insert no.: 4376/B is a trading company established pursuant to the Slovak legal system performing business activities, including the following activities: provision of postal services, shipping and services of public couriers and messengers. (hereinafter “**Express One Slovakia**”)

Express One Slovakia provides postal services based on a license and is a **lawfully registered postal business maintained in the list of postal businesses**, which is maintained by the Office for Regulation of Electronic Communication and Postal Services and pursuant to the same it is **governed by the provision of services by Act No. 324/2011 Coll. on postal services and on amendments of some acts** (hereinafter the “**Law on Postal Services**”).

These Commercial Terms and Conditions of Express One Slovakia are considered as postal terms and conditions and were issued pursuant to the provisions of § 27 et seq. of the Act on postal services and pursuant to the relevant provisions of the Act No. 513/1991 Coll., The Commercial Code as amended (hereinafter the “**Commercial Code**”). (hereinafter referred to as the “**Commercial Terms and Conditions**”)

The owner of picked-up Freight and a transferred payment is the Sender, unless otherwise agreed in writing in the Service Agreement, i.e. until the delivery of Freight to the Addressee.

Express One Slovakia declares that it complies with postal secrecy and the secrecy of correspondence under relevant legal legislation.

Express One Slovakia has concluded a Contract on Commercial Cooperation with its subsidiary, Slovak Parcel Service s.r.o., registered address Senecká cesta 1, 900 28 Ivanka pri Dunaji, registered number: 31 329 217, registered in the Commercial Register of the Slovak Republic, District Court Bratislava I, Section: Sro, Insert no.: 3215/B, acting on its behalf Mgr. Ján Ľurek – General Manager (hereinafter the “**SPS**”) whose subject is the specification of terms and conditions for the delivery of parcels. Express One Slovakia and SPS are property and trade affiliated companies which provide mutual coordination with regard to the delivery of parcels in the SR. The Commercial Terms and Conditions of Express One Slovakia are in the part delivery pursuant to Article 4, Clause 4.3 Delivery of Freight by domestic shipment governed by the Commercial Terms and Conditions of SPS.

**Express One Slovakia s.r.o.**

Senecká cesta 1, 900 28 Ivanka pri Dunaji, Slovensko T +421 2 16 160 E info@expressone.sk W www.expressone.sk

**Registered number** 31 342 621 **Tax registration number** 2020337451 **VAT registration number** SK2020337451,

Excerpt from Commercial Register of District Court Bratislava III, Section: Sro, Insert no.: 4376/B

**BANKING CONTACT** TATRA BANKA a.s. Bratislava, **account number** 2620004618/1100

**IBAN** SK34 1100 0000 0026 2000 4618 **BIC /SWIFT** TATRSKBX

## 1. GENERAL PROVISIONS

1.1 These Commercial Terms and Conditions govern the rules and the terms and conditions for the distribution of Freight performed by Express One Slovakia, i.e. in the following shipment regimes:

**1.1.1 International Cross-border Shipment of Freight:**

1.1.1.1 **from Slovak Republic** (hereinafter the “**SR**”) to selected states (i.e. pursuant to the current published offer of Express One Slovakia on the website: [www.expressone.sk](http://www.expressone.sk)),

1.1.1.2 **to the Slovak Republic** from selected states (Requested shipment of Freight by a foreign partner),

**1.1.2 Domestic Shipment of Freight:**

1.1.2.1 delivery of Freight to natural persons and/or legal persons in the Slovak Republic,

**1.1.3- Other services** combined with shipment of Freight.

1.2 The distribution of Freight shall be governed by the Price List of International Shipment and these Commercial Terms and Conditions, i.e. depending on the type of ordered service. Individual types of services and their allocation to Commercial Terms and Conditions are stipulated in the current Price List. The current wording of the Commercial Terms and Conditions and the Price List is published on the website [www.expressone.sk](http://www.expressone.sk).

1.3 The Commercial Terms and Conditions are binding for the Sender from the time of conclusion of the contractual relationship. Derogation from Commercial Terms and Conditions is only possible in individual cases based on written agreement.

### 1.4 BASIC TERMS:

**Express One Slovakia** is a postal business, which performs the pick-up, sorting, shipping and delivery of Freight (hereinafter “**Express One Slovakia**” or “**Carrier**”).

**Recipient/Addressee** is a natural or legal person to which the Freight is to be delivered and is identified as the Recipient on the Freight. (hereinafter the “**Recipient**”)

**Sender** is a natural or legal person who has concluded a Service Agreement with Express One Slovakia and ordered from Express One Slovakia distribution of Freight or a natural / legal person, which sends the Freight and is identified as the Sender on the Freight (hereinafter the “**Sender**”).

**Hand-over Person** is a person, who will on behalf of the Sender hand over the Freight to Express One Slovakia for the purpose of its pick-up (hereinafter the “**Hand-over Person**”).



**Authorised Recipient** is a natural or legal person, who is authorised on behalf of the Recipient to take-over the Freight (hereinafter the “**Authorised Recipient**”).

**Freight** is a letter, Parcel or other item of Freight taken over by Express One Slovakia for shipment, which undertakes to ship it from a specific location (sending place) to another specific location (destination). A single item of Freight may consist of several Parcels handed over for shipment on the same day, in the same time, from the same Sender for the same Recipient and on the basis of the Customer’s specification (hereinafter the “**Freight**”).

**Cash on Delivery** is a Parcel or set of Parcels taken over by Express One Slovakia for shipment for the purpose of their delivery and Express One Slovakia is obliged to collect the relevant financial amount from the Recipient of Freight based on the Sender’s instruction. Such funds are a receivable of the Sender against Express One Slovakia. Express One Slovakia shall transfer the collected funds to the account specified by the Sender or it may set them off against any receivable against the Sender. (hereinafter “**Cash on Delivery Parcel**” or “**COD Parcel**”)

**Service Agreement** is a contract between the Sender and Express One Slovakia in writing based on the provisions of the Act No. 513/1991 Coll. The Commercial Code. (hereinafter the “**Service Agreement**”)

**Parcel** is an item taken over by Express One Slovakia for shipment, which is obliged to ship it from a specific location (sending place) to another specific location (destination). (hereinafter the “**Parcel**”)

**Postal Stationery** is a type of payment product and form of financial asset, including postal stamps, stamps, meal vouchers, lottery tickets, holographic stamps, phone cards, and gift vouchers, if they have value, which can be drawn after their issuance.

**Partner of Company Express One Slovakia** is an entity which based on special agreement provides for Express One Slovakia the shipment of Freight (hereinafter the “**Partner of Express One Slovakia**”).

**balíkovo** (originally name “ParcelShop”) is a summary identification of a network of take-over places, consisting of either premises of business operation of a partner of company Express One Slovakia where the Recipient can pick up the Freight and the Sender can hand over the Freight.

**Self-service Box** is an authorised self-service device consisting of deposit boxes for insertion of Parcels and their subsequent pick up by end Recipients/Addressees. The picking up of Freight is implemented by entering the required code (hereinafter the “**Self-service Box**”).

**Standard Delivery  
Time of Freight**

is the time Express One Slovakia regularly delivers the Freight to the Recipient, unless special or unexpected circumstances occur during the procurement or performance of shipment. The standard delivery time does not have to be adhered to if the Sender or Recipient of the Freight does not supply Express One Slovakia with the documents or information required for the procurement or performance of shipment, or if the Sender hands over for shipment Freight excluded from shipment, or if these Commercial Terms and Conditions are not met.

**Take-over Letter**

is an accompanying document of the Freight containing identification data on the Sender and Recipient of Freight and the list of taking-over Freight. (hereinafter the “**Take-over Letter**”)

**SMS Notification**

is the sending of information related to the delivery of Freight in a scope at the discretion of Express One Slovakia by electronic transfer using a mobile phone number provided to Express One Slovakia by the Sender. SMS notifications will only be sent to Slovak mobile phone operators. In the event of the stipulation of a foreign mobile phone operator, SMS notifications will not be sent.

**E-mail Notification**

is the sending of information related to the delivery of Freight in a scope at the discretion of Express One Slovakia by e-mail to an address provided to Express One Slovakia by the Sender.

**Telephone Advice**

is a service that is performed on the day of an attempted delivery of Freight and consists of contacting the Recipient/Addressee by telephone immediately before the delivery of Freight at the discretion of Express One Slovakia, and this telephone number is listed in the internal system of Express One Slovakia, which is entered by the Sender of Freight.

**Receipt of Delivery**

is an electronically signed document on an electronic device together with GPS coordinates.

**Defective Address Label**

is an improperly printed address label, which is unreadable, incomplete or has different dimensions or some other defect. **Unreadable Address Label** shall mean improperly printed, i.e. interrupted printing / omission of toner/blurred toner. The barcode on the Address Label may not be covered by plastic film or other material. **Incomplete Address Label** shall mean a label with, for example, incomplete barcode, i.e. it is incomplete and Express One Slovakia is unable to further process it.

The Address Label must be attached to a flat area of the parcel, i.e. the barcode may not be broken at the edge of the parcel and must be in an A6 format, i.e. 148x105 mm.

**Minimum Dimensions of Parcel** must be in the format of the Address Label.

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**ePPD** is an electronic cash register receipt which is automatically generated after the payment of the delivery amount (hereinafter the “**ePPD**”). The electronic version of the cash register receipt is equivalent to the paper version and compliant with all prerequisites pursuant to valid legislation. The ePPD shows whether the delivery amount was paid in cash or via payment card. The recipient who prints the ePPD is not entitled to charge fees which it incurs to Express One Slovakia (i.e. for toner and other administrative acts related to this).

**Non-deliverable Freight** is Freight which cannot be delivered to the recipient and becomes non-deliverable. The following cases shall be considered Non-deliverable freight: acceptance was declined, it was not taken over by the storage deadline, address on the freight is incomplete, inaccurate or unreadable, the recipient is unknown, the recipient died.

**Reporting a Claim** must be made in written form, i.e. electronically via a web form on the website of Express One Slovakia ([www.expressone.sk](http://www.expressone.sk)) or via a post office.

**Courier** is a collaborator of Express One Slovakia who picks up and delivers Freight according to the address label on the Parcel.

**Civil Code** Act No. 40/1964 Coll. The Commercial Code as amended

## 2. TERMS AND CONDITIONS OF SHIPMENT

**2.1** Express One Slovakia is authorised to change the weight and dimension limits at any time, and is obliged to inform the Sender about the same without delay. Dimension and weight limits are stipulated in the following clauses:

### **2.1.1 Domestic and International Cross-border Shipment of Freight:**

2.1.1.1 The maximum weight of a single Parcel **in the Slovak Republic** may not exceed 31.5 kg and the maximum dimensions of a single Parcel may not exceed a length of 2 m and the sum of the diameter and length may not exceed 3.3 m. A single item of Freight may consist of several Parcels. If the Parcel exceeds the above stated weight or dimension limits, Express One Slovakia reserves the right to return the Freight to the Sender. The costs for the return of Freight in the event of return of Freight will be borne by the Sender.

2.1.1.2 The maximum weight of a single Parcel **in the Czech Republic** may not exceed 31.5 kg and the maximum dimensions of a single Parcel may not exceed 120x60x60 cm and the sum of the diameter and length may not exceed 360 cm. If the Parcel exceeds the above stated weight or dimension limits, Express One Slovakia reserves the right to return the Freight to the Sender. The costs for the return of Freight in the event of the return of Freight will be borne by the Sender.

### **2.1.2 Delivery to balíkovo**

- 2.1.2.1 The maximum weight of a single Parcel designated to a **Business Operation** may not exceed 10 kg and its longest side may not exceed 80 cm. The maximum sum of the diameter and length is 200 cm.
- 2.1.2.2 Upon the handing over of Freight designated for delivery to **Self-service Box**, the Sender is obliged to define the specific Self-service Box (i.e. the address where the Self-service Box is located). The handing over of Parcels into Self-service Box is subject to the use of the customer application of the Carrier. The maximum weight of a single Parcel designated to a Self-service Box is 10 kg.

## 2.2 Express One Slovakia is authorised to charge surcharges for:

- a) **Heavy parcels:** i.e. Parcel of Freight with a weight higher than 30 kg (including),
- b) **Subsequent handling:**
- any item locked in an external shipment container from metal or wood,
  - any cylindrical subject (e.g. barrel, drum, bucket, tyre, tube) which is not packed in a shipment container from corrugated cardboard,
  - any Parcel exceeding 120x60x60 cm,
  - any Parcel which cannot be processed by the sorting line due to the nature of the Parcel based on mutual agreement of the Carrier and Sender. ADR Item,
  - any parcel not packed in packaging in regular form from corrugated cardboard and/or packed in thin packaging (i.e. thin foil, thin paper)
  - the need for handling by two persons,
  - which is unpacked and/or which is unsecured or packed in a way not corresponding with its weight, size, form, nature, fragility, or requires repacking or packing during shipment by Express One Slovakia for the above-stated reasons,
  - subsequent collection of the amount of cash on delivery from the Recipient in the event that the Sender requests it after the successful delivery of the Freight and the Sender did not by the moment of mailing the Freight state whether the Freight is to include a supplementary Cash on Delivery service.
  - subsequent amendment of missing or incorrect data on the parcel label by Express One Slovakia,
  - subsequent production of a new Address Label in the required dimensions and quality,
  - subsequent production of a new Address Label in the event that the Sender did not mark the Parcel with the Address Label required by EOS,
  - for each Parcel not stated in the above clauses for which it was subsequently found that subsequent handling is required,
  - any Parcel whose thickness is less than 4 cm.
- c) **Seasonal Period:** Express One Slovakia reserves the right to charge in the period between 01.11. and 24.12. a Seasonal Surcharge for each delivery in the amount pursuant to the current price list of Express One Slovakia.
- d) **Crisis situation:** Express One Slovakia reserves the right to charge a crisis fee in the event of a crisis situation for each delivery in the amount pursuant to the current price list of Express One Slovakia. A crisis situation is a period of time, during which the safety of the state is immediately endangered or impeded and

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the constitutional bodies of the Slovak Republic may after fulfilment of specified conditions declare an emergency, emergency condition or exceptional situation. A crisis situation is also a particular legal fact, consisting in an extraordinary, unforeseeable, unavoidable and involuntary event which restricts or otherwise adversely impacts Express One Slovakia with regard to the provision of transportation services.

- e) **Conversion Surcharge:** The value of the cash on delivery amount in EUR will be multiplied by the exchange rate of the European Central Bank of the currency of delivery country to the EUR currency increased by the conversion surcharge. The amount of the conversion surcharge is 1.5 %. Express One Slovakia is authorised to unilaterally change this surcharge pursuant to the actual situation on exchange markets.

Express One Slovakia is authorised to charge surcharges stipulated in this clause both for cross-border international and domestic freight.

If it is strictly necessary, Express One Slovakia is authorised to pack/repack individual Parcels to comply with required standards for shipment of Parcel. Express One Slovakia reserves the right to charge a packaging surcharge for such subsequent repackaging for packaging material used.

- 2.3** Express One Slovakia is authorised to charge the fee stipulated in Clause 2.2 of these Commercial Terms and Conditions for each item a) to e) separately. Individual surcharges for subsequent handling are stipulated in the valid Price List of Express One Slovakia.
- 2.4** If Express One Slovakia accepts for shipment a Parcel requiring subsequent handling stipulated in Clause 2.2 of these Commercial Terms and Conditions, it reserves the right to use third party services for such Parcels at the expense of the Sender. Express One Slovakia does not warrant in such events that it will adhere to the normal time of shipment of Freight, nor compliance with other shipment standards pursuant to these Commercial Terms and Conditions.
- 2.5** The Sender is obliged to pack and seal each Parcel in a way corresponding to the weight, form and nature, and the method and time of shipment of the Parcel. The Parcel must also be secured in such a way that it can be handled by a single person, to be sufficiently resistant and to minimise the possibility of its damage by transportation on a roller line. The packaging and closure of the Parcel must protect its content against pressure, temperature changes or damage due to repeated handling. The Sender is obliged to secure the contents of Parcel to prevent the motion and potential damage inside of the Parcel during the shipment (e.g. by using filling inside of the Parcel). The Parcel must be sealed in such a way that its content cannot be accessed without leaving a visible damage trail. Damping material must be positioned on the bottom and top of the packaging, thus increasing the protection of goods during shipment. Bundling several Parcels or items into a single item of Freight is unacceptable. If Express One Slovakia identifies such an action, it will not accept any claims. The Sender is liable for damage which may occur due to the use of faulty, unsuitable, damaged or insufficient packaging of the Parcel.

- 2.6** Parcels must be packed and sealed in a way that does not jeopardize the health of persons that come into contact with the Parcel, and to not damage, waste or contaminate other Parcels that are shipped together, or the means of transportation, storage premises or handling equipment of Express One Slovakia. The labelling “Fragile Goods” does not relieve the Sender from liability for correct packaging. It points to the need for the careful handling of the Parcel, but it also requires a thorough packaging of such a labelled Parcel by the Sender. Freight containing goods for repair or goods where the Sender claims damages must be sent in the original packaging and all used shipment labels must be removed from the packaging. For the sending of fluids, plastic packaging should be preferred to glass and absorption material must be used around the packaging. When handling Parcels, Express One Slovakia is not obliged to follow the orientation labelling of Parcels (e.g. “Up” arrow or labelling “This side down”).
- 2.7** The following categories of items are excluded from pick-up and distribution:
- 2.7.1 items not compliant with standards for packaging and proper labelling of Parcels/Freight**, i.e. those including unpacked Parcels and Parcels which are unsecured or packed in a way not corresponding with their weight, size, form, nature of content, above all fragility, or those for which data on the Sender or Recipient of the Parcel is missing, which are visibly damaged, glass and fragile items without solid packaging, palletised Freight, bundled Parcels;
  - 2.7.2 items with intoxicant and psychotropic composition**, this category mainly includes intoxicant and psychotropic substances, poisons and precursors, nuclear materials, radioactive substances, high-risk chemical substances and high-risk biological agents and toxins or other similarly hazardous items or substances (e.g. compressed gases, flammable fluids and materials, toxic substances, contagious pathogens, etc.), drugs;
  - 2.7.3 items/Freight containing live animals and specimens of endangered species of wild fauna and flora**, this category includes live flowers, fauna, etc.;
  - 2.7.4 items whose content or finishing are hazardous for human life or health, or may damage the environment and destroy or damage other freight or means of transportation**, this category includes fluid inks, adhesives and other fluid substances that could be damaged during shipment, or could damage or impair other Parcels or equipment of Express One Slovakia;
  - 2.7.5 items whose content or finishing is offensive or defamatory**, this category includes pornography, extremist insignia, etc.
  - 2.7.6 items which contain instruments of monetary circulation or precious and valuable items**, this category includes valid and invalid banknotes and coins, stamps and postal stamps and other postal stationery, jewellery



(except for jewellery and watches with retail price up to EUR 100 which do not contain precious metals), precious stones, precious metals, investment metals, securities with identified nominal value in other than insured Freight, precious stones, pearls, art objects, collections, antiquities, etc.;

- 2.7.7 **items, objects or goods whose circulation is limited or prohibited**, this category includes official documents, medical prescriptions, counterfeit and stolen items, etc.
- 2.7.8 **items which contain biological material**, this category includes human remains, animal remains, urns with ashes, medical waste, biological waste, infectious substances, and other harmful substances;
- 2.7.9 **items which contain explosive material, defence equipment and weapons**, this category includes firearms, ammunition for firearms, pyrotechnics, tear gas, irritant gas and similar chemicals and gases in various types of containers, all explosive or combustible launching substances that independently or together with other items cause explosion or fire, organic peroxides, explosive, flammable, caustic or oxidizing substances, etc.;
- 2.7.10 **other items with specific features**, this category includes as well as substances which are subject to natural impairment (destruction) during the distribution process, e.g. rapidly deteriorating food, also shipments of an electronic nature requiring handling by two persons, i.e. large white goods.  
(hereinafter “**ADR Items**”)

If Express One Slovakia establishes that Parcel/Freight contains at least one of the above-stated ADR Items, it will be not liable for any damages in such a case.

(\* ADR Agreement - Provisions on Dangerous Substances and Items) Express One Slovakia reserves the right to refuse the distribution of Freight that is in its opinion for economic, safety or operating reasons unsuitable for shipment by the shipment network of Express One Slovakia. If it is found that the Sender handed over for shipment goods other than those declared, or goods excluded from pick-up and distribution, Express One Slovakia shall have the right to withdraw from shipment and return the goods to the Sender at the Sender's expense. In such an event the right of the Sender to make any claims shall expire as regards damages to the Freight or delayed delivery.

If the Sender hands over to Express One Slovakia Freight defined in Clause 2.7 of these Commercial Terms and Conditions without the Company's knowledge and express approval, any contract shall not be valid and Express One Slovakia shall not bear any liability for any damages occurred in connection with the acceptance of the Freight and subsequent handling of the Freight. The Sender is in such an event obliged to pay the Carrier for all expenses related to the same as well as the overall occurred damage.

- 2.8** Freight may be sent to any address in the Slovak Republic. Address shall mean the data serving for the delivery of Freight. The address includes the first name and surname, or complete title of the Recipient, address or residence (place of business) of the Recipient which is identified by the name of the municipality, street name if the municipality has street names and by the description and/or orientation number and postal code of the municipality and the phone number of the Recipient. Freight may not be sent to P.O. boxes, or as poste restante.
- Freight to be sent abroad must comply with the same requirements as domestic Freight.*** The delivery country must be stipulated on the address label. The list of served countries is stipulated in the current Price List, which is available on the website of Express One Slovakia.
- 2.9** Express One Slovakia or Partners of Express One Slovakia are not obliged to perform delivery to locations with unmade road surfaces or to locations without problem-free access for motor vehicles and/or on which it is complicated or impossible to turn around. "Unmade road surface" shall include the following: the access road is waterlogged, muddy, overgrown with bushes and trees, in winter period snow not removed, icy, etc.
- 2.10** Express One Slovakia is not obliged to contact the Recipient of Freight by phone and/or SMS in the event that the Sender does not utilise the Telephone Advice service.
- 2.11** Express One Slovakia is not obliged to provide services not ordered by the Sender.
- 2.12** The Sender acknowledges that Express One Slovakia only uses the data on the Recipient in the scope as provided by the Sender and exclusively for the purpose of delivery of Freight.

### **3. HANDING OVER OF FREIGHT**

- 3.1** The Sender is authorised to order the shipment of Freight by e-mail or by phone at Express One Slovakia every business day not later than 15:00, and the Freight will be accepted for shipment on the next business day.

A Customer may only hand over Freight for shipment if they have concluded a Service Agreement with Express One Slovakia. For the conclusion of a Service Agreement, the Sender is obliged to append photocopies of the following documents:

- excerpt from commercial, business or other registry stipulated by law,
- documentation of assigned tax identification no. and VAT identification no. if they are a VAT payer
- notification of bank details (account number, bank name, BIC and IBAN).

Following the conclusion of a Service Agreement, Customers will be assigned a customer number and free-of-charge program (hereinafter the "**CAS**") or access to an internet application for the automated processing of Freight. The "Order of Freight



Pick Up in Other Country” service is only available for the contractual customers of Express One Slovakia.

In the event of any changes to the above-stated documents, the Sender is obliged to inform Express One Slovakia of the same without unnecessary delay.

- 3.2** Upon the handing over of Freight for shipment, the Sender must attach a correctly filled in address label and Taking-over Letter (output from CAS program or internet application) to each Parcel. The Sender is obliged to supplement information on the country to which the Freight is to be delivered on the Taking-over Letter. The Sender confirms by their signature on the Taking-over Letter that all data stated by them is true and correct. If the Sender provides Express One Slovakia with data on Freight in electronic form (CAS), or by internet application), they are liable for the accuracy of the data provided in electronic form; and in the event of differences between data sent in electronic form and data stated in written form in documents forming the accompanying documentation of the Freight, the data sent in electronic form shall prevail and be binding. The Sender is liable for accurate and early provision of data on Freight in electronic form (CAS), mainly, but not only as regards stating the amount of cash on delivery which is to be collected from the recipient of Freight. In the event that the Sender does not stipulate such data on the date of placing the order, Express One Slovakia is authorised to set off the receivable against the next shipment order. Stating incorrect, false or incomplete data relieves Express One Slovakia from the obligation to deliver the Freight by the **Normal Time of Shipment of Freight**. For Freight sent for cash on delivery, the Sender is obliged to state the correct amount of cash on delivery in the EURO (EUR) currency for domestic shipment and in the currency of the Recipient for foreign shipment, provided that the Customer has a bank account for the acceptance of foreign currency in the given country. If the performance of shipment requires special documents, the Sender is obliged to hand these special documents over to Express One Slovakia not later than at the handing over of Freight for shipment. The Sender shall if required permit a staff member of Express One Slovakia to inspect the contents of Freight.

In the event that the Sender provides incomplete or incorrect data (e.g. value of cash on delivery, currency in which the cash on delivery amount is to be collected), Express One Slovakia will not be liable for discrepancies between the specified amount of cash on delivery and the actually collected amount of cash on delivery and also not for any subsequent differences in the currency of Cash on Delivery. The specified amount of cash on delivery may not be altered or cancelled after the handing over of Freight to the network of Express One Slovakia.

- 3.3** On the address label and Taking-over Letter the Sender shall complete all data pursuant to the printed form and confirm with their signature on the Taking-over Letter that the data stated by them is true and correct. The Sender is liable for damages which are caused to Express One Slovakia in the event of the violation of this obligation. In the event of poorly printed address labels and of address labels which cannot be read by the scanner, Express One Slovakia is authorised to charge

surcharges for subsequent handling. The Sender is in such a case fully liable for poorly printed address labels and address labels which cannot be read by the scanner. In the event of manually completed parcel labels, Express One Slovakia does not guarantee the early and correct delivery due to illegibility. The Sender is obliged to remove from the Parcel, packaging, all old and non-current labels which are not related to the current shipment to prevent incorrect delivery of the Freight.

Data on the weight of Parcel declared by the Sender are only of informative nature for Express One Slovakia. Each Parcel will be reweighed on a designated meter (weighing device which is officially verified by the authorised body). In the event of an identified difference between the declared and actually measured weight, Express One Slovakia has the right to correct the difference and to charge the rate for shipment pursuant to the actual weight of the Parcel.

Designated meter shall mean the weighing device which is subject to regular control by the metrological institute or an entity authorised by it.

- 3.4 Insurance of Freight** – *As part of the price for shipment, parcels are automatically insured up to a value of **EUR 350 per Parcel**. Express One Slovakia is liable for damages on all parcels damaged by the fault of Express One Slovakia in the time from the take-over, during shipment until its delivery to the Recipient, or for a loss during such time period. The insurance only covers the actual damage to the parcel, not the loss of profit, fines and penalties, sanction claims of third parties or other indirect costs. The actual damage is the reduction of the property of Sender due to the damage event on the shipped Parcel. A delayed delivery of Parcel or Freight shall not be considered to be a damage event.*
- 3.5** The Cash on Delivery service may only be provided to countries stated in the valid and current Price List of Express One Slovakia. The maximum cash on delivery is stated in the valid and current Price List of Express One Slovakia, which is published on the website of Express One Slovakia. Cash on Delivery will be credited to the Customer amount in the currency valid in the Slovak Republic, or in the local currency of the destination country to its local account.
- 3.6** Express One Slovakia is obliged to label each Parcel with a self-adhesive address label. On the self-adhesive address label shall be stated: own identification data of Express One Slovakia (trade name and registered address, contact phone number, contact website), date of picking up the Freight, posting number of the Freight, weight of the Freight and identification of the Sender and Recipient of the Freight.
- 3.7** For international and domestic parcels, Express One Slovakia shall provide the Sender the option of selection from several types of Cash on Delivery, i.e. from the following options:
- a) **Foreign Cash on Delivery in EUR Currency:** Sender requiring to send the collected cash on delivery amount in EURO (EUR) currency on a customer account in the Slovak Republic to a country outside of the Eurozone. In such an event the Conversion Surcharge will be applied, see Clause 2.2, Letter e) of the

Commercial Terms and Conditions. The Sender is obliged to stipulate the banking account number in the proper format (IBAN).

- b) **Foreign Cash on Delivery in Local Currency of Delivery Country:** if the Sender specifies the amount of Cash on Delivery in a local currency other than EURO (EUR), he is obliged to establish an account in the local currency and at a local bank in the currency in which he requires the collection of the amount of Cash on Delivery. The Sender is obliged to stipulate the banking account number in the proper format (IBAN).
- c) **Domestic Cash on Delivery:** For a domestic shipment of Parcels sent for Cash on Delivery. The Sender is obliged to state the correct amount of cash on delivery in the EURO (EUR) currency. The Sender is obliged to stipulate the banking account number in the proper format (IBAN).

**3.8** Express One Slovakia reserves the right to, but is not obliged to, open or check or view by means of an X-ray device at any time any Parcel handed over to it for shipment.

**3.9** By the next business day, Express One Slovakia will send a "**list of differences**" by e-mail to the Sender provided e-mail address, which contains any difference in the actual number of items of Freight determined by Express One Slovakia during the initialization of Freight to the shipment system of Express One Slovakia compared to the data contained in the Take-over Letter (data file). If Express One Slovakia does not send a list of differences within the agreed period according to this paragraph, it will be considered as a confirmation that the status of the processed Freight corresponds to the Take-over Letter (data file). Express One Slovakia and the Sender undertake to carry out all necessary activities to resolve any differences listed in the list of differences within 2 working days from the first registration of the difference in the list of differences. A sender who did not respond to the sent list of differences within 2 working days, shall not be entitled to claim any damages after the deadline, or regarding any loss of the shipment, etc.

## **4. DELIVERY OF FREIGHT AND NORMAL TIME OF SHIPMENT OF FREIGHT**

**4.1** Delivery of Freight shall mean the delivery of Freight to the address stipulated by the Sender to Partners of Express One Slovakia in the delivery country. The time of shipment of Freight to individual countries and to individual locations in them may differ. The normal time of shipment of Freight is stated in the valid and current Price List, which is published on the website of Express One Slovakia.

**4.2** Express One Slovakia does not warrant compliance with the normal time of shipment of Freight. Pursuant to these Commercial Terms and Conditions, Express One Slovakia will make every reasonable effort to deliver the Freight within the normal time of shipment of Freight. Express One Slovakia is not liable for any damages which may occur to the Sender or Recipient in connection with non-compliance with

the normal time of shipment of Freight (e.g. suspension of production, loss of profit, and similar)

**4.3 The Delivery of Parcels by domestic shipment is governed by the Commercial Terms and Conditions of SPS.**

**4.4 Delivery of Parcels by Cross-Border International Shipment:**

For cross-border international shipment of Freight where Freight cannot be delivered to the Recipient at the first attempt, the deliverer will, if possible leave at the stipulated address a notification on Freight and repeat the attempt to deliver on the next business day. If the Freight cannot be delivered after 10 calendar days, the Freight will without unnecessary delay be returned to the Sender, who is obliged to pay the rate for its return shipment. For the sending of Parcels abroad after the first failed attempt to delivery, the Parcel may be redirected to the closest Self-Service Box or Business Operation. The Recipient will be informed by an SMS notification in which closest Self-Service Box or Business Operation the Parcel is located.

**4.5** The Customer acknowledges that Express One Slovakia has the right of distraint to collected cash on delivery amounts to secure its claims from outstanding due invoices.

**4.6** Express One Slovakia will hand over via the Partners of Express One Slovakia abroad the Freight, without obvious damage on the packaging to the Recipient, only following the signing of the delivery sheet; in the event of Cash on Delivery following the signing of the delivery sheet and after payment of the delivery amount. Only then may the Recipient open the Freight and check it, and they are not authorised to require the presence and assistance of a Partner of Express One Slovakia.

**4.7** If the Recipient unreasonably rejects the take-over of the Freight, the Freight will be without unnecessary delay returned to the Sender or Customer, who is obliged to pay the rate for its return shipment.

**4.8** Express One Slovakia has the **Right:**

4.8.1 to payment of the rate pursuant to the tariff stated in the Price List, unless a different amount has been agreed,

4.8.2 to require from the Recipient/Addressee the specification of the exact place of delivery for Freight if due to the layout of the residence, registered address or place of business of the addressee, it is not obvious where to deliver,

4.8.3 to require from the Recipient/Addressee the specification of person or persons authorised to take over the delivery of Freight on behalf of the Addressee (Authorised Recipient),

4.8.4 to require from the Recipient/Addressee proof of identity and recording and processing of personal data,

4.8.5 to reject the delivery of Freight if the delivery to the Addressee is not possible and there is a risk of loss, theft or damage to the Freight.

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- 4.9 **The Sender is obliged:**
- 4.9.1 to label and pack the Freight pursuant to these Commercial Terms and Conditions and the Manual: How to pack Freight properly,
  - 4.9.2 to only use for the Freight packaging pursuant to these Commercial Terms and Conditions,
  - 4.9.3 to pay the rates pursuant to the current tariff stated in the Price List.
- 4.10 **The Recipient/Addressee is obliged** to perform technical and organisational measures enabling the delivery of Freight to them. He is mainly obliged:
- 4.10.1 to identify the building where the Freight is to be delivered by data required for the performance of delivery,
  - 4.10.2 provide a collaborator of Express One Slovakia with undisturbed access to their home mail box such as to provide free and safe access for the delivery of Freight at all times, and the home mailboxes must be located in residential buildings at the entrance or on their first upper floor, in other premises at the entrance to such premises and in family houses at the border of the fenced lot,
  - 4.10.3 to use a functioning home mailbox for the delivery of letter Freight and to identify the home mail box and entrance to an apartment with data required for the performance of the delivery and
  - 4.10.4 to notify the Carrier at their request of the first name and surname of the authorised recipient as well as the precise place of delivery if due to the constructional or organisational layout of the residence, registered address or place of business of the addressee it is not obvious where the Freight is to be delivered.
- 4.11 For multi-unit Freight (*internal designation multicolli*), Express One Slovakia reserves the right to process them as single-unit Freight, if objective reasons arise (e.g. technical and operational reasons, workload of Express One Slovakia employees, etc.). If the original multi-unit Freight included the Cash on Delivery supplementary service, Express One Slovakia reserves the right to collect the full amount of the cash on delivery amount for any Parcel of the original Freight. The remaining Parcels will be delivered without collection of the cash on delivery amount, i.e. as standard parcels. Express One Slovakia is not responsible for any rejection of a Parcel with the Cash on Delivery supplementary service by the Recipient.

## 5. LIQUIDATION OF FREIGHT

- 5.1 After the end of the deposit period, agreed in Article 4.4 Clause 4.3.2 of these Commercial Terms and Conditions, the Carrier may procure the liquidation of the Freight or its part, if:
- a) the content of Freight is fully or partially impaired,
  - b) if the Freight which cannot be delivered will not be sold and it also cannot be returned, or it does not have to be returned pursuant to the Service Agreement,
  - c) the Carrier will notify the Sender of an acknowledgement of a claim for damages on shipped Freight.

- 5.2 The Freight or its part may also be liquidated before the end of the agreed period if this is required for protection of human health.
- 5.3 The Sender is obliged to compensate the Carrier for any harm suffered by the Carrier in connection with the liquidation of the Freight pursuant to this Article, mainly the return of costs related to satisfaction of third person claims made against the Carrier in connection with the Freight.
- 5.4 The liquidation of Freight will be implemented in a way, which with regard to all circumstances is considered by Express One Slovakia as the most suitable. Two employees of Express One Slovakia will be present at the liquidation of Freight or the liquidation will be performed by an external liquidation company. Express One Slovakia will keep a written record of the liquidation of Freight.

## **6. RATES**

- 6.1 Rates for the distribution of Freight are stated in the valid and current Price List of Express One Slovakia, which is published on its website. A claim for remuneration for distribution will arise for Express One Slovakia upon the handing over of the Freight to Express One Slovakia and its amount is specified by the current Price List of Express One Slovakia and the overall weight of the Freight including the packaging, or the amount of the Cash on Delivery.
- 6.2 The rate for freight will be paid by the Sender or Customer by non-cash bank transfer, unless otherwise agreed.
- 6.3 For a supplementary Cash on Delivery service, the payment of the rate for the cash on delivery service and shipment may only be made by the Sender.
- 6.4 For the supplementary Cash on Delivery service, payment of the delivery amount (value of Freight) may be made in cash by the Recipient of the Freight or by payment card accepted by Express One Slovakia. If the Recipient pays for the Cash on Delivery to a collaborator of Express One Slovakia, they are obliged to check the cash return in the presence of the collaborator of Express One Slovakia. Express One Slovakia is not liable for subsequently identified discrepancies in the cash return and in such a case any claims will be rejected.
- 6.5 Express One Slovakia is authorized to charge a fuel surcharge to the shipment rate. Express One Slovakia is authorized to unilaterally change the amount of the fuel surcharge pursuant to the development of the average fuel price in the Slovak Republic published by the Statistical Office of the Slovak Republic.
- 6.6 Express One Slovakia is authorized to charge a toll surcharge to the shipment rate. Express One Slovakia is authorized to unilaterally change the amount of the toll surcharge in the event of a change of the generally binding legal obligations governing road tolls.
- 6.7 The payment for services provided by Express One Slovakia is agreed in the Service Agreement by an invoice in paper or electronic form. Express One Slovakia will issue

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an electronic invoice and send it to the agreed e-mail address stated in the Service Agreement or in the "Consent for Sending Electronic Invoice". In the event that the Sender requires the sending of invoice in paper form, Express One Slovakia will charge for this service an amount pursuant to the current Price List for each sent paper invoice.

- 6.8** The Sender is authorised to query data (e.g. weight of the Freight, surcharges for subsequent handling) stated in the invoice issued by Express One Slovakia for the shipment of freight not later than 30 days from the date of delivery of invoice to the Sender via web forms. After the above-stated deadline, the Sender will forfeit their right to make a claim.

## **7. RULES FOR CLAIMS**

- 7.1** The claim proceeding is governed by separate Rules for Claims, which forms an inseparable part of these Commercial Terms and Conditions.

## **8. PAYMENT WITH CARD**

- 8.1** The Carrier will accept payments from the Recipient and Sender of the Freight made with MasterCard or VISA payment cards.

The Sender agrees that the Carrier has the right to verify the validity, authenticity of the submitted payment card by means of a control of the identity of the credit card holder. In the event that payment for Freight with cash on delivery (amount of cash on delivery) was paid to the Carrier with a payment card, the Carrier will transfer such a financial amount (i) to the account specified by the Sender, or (ii) the Carrier is entitled to set it off against any receivable of the Sender.

The commission for services of the Bank pursuant to the agreement on acceptance of payment cards concluded between the Carrier and the Bank will be charged by the Carrier to the Sender on an invoice issued pursuant to the valid Agreement (hereinafter the "**Transaction Fee**"). In the event the Bank blocks a transaction made with a payment card, the time required for the transfer of amount to the Sender account will be prolonged by the time of the blockage of financial funds. The Sender agrees that the Carrier has the right to verify the validity, authenticity of the submitted payment card by means of a control of the identity of the payment card holder. In the event that the bank performs a correction accounting of payments and financial differences, the Carrier is entitled to payment of such an amount from the Sender, mainly if:

- the transaction was made with a fake or altered payment card,
- the transaction was fraudulent.

- 8.2** No obligations or liability for the Carrier shall result from disputes between the Sender and the payment holder card regarding the quality of goods or services paid by payment card. If the Bank performs correction accounting or a reverse payment due to a claim, the Sender is obliged to pay such an amount to the Carrier.

- 8.3** Payment with Payment Card - the service is available for all Freight by the supplementary Cash on Delivery service processed in a customer application, delivered in the Slovak Republic. If the Sender pays for cash on delivery with a Payment Card, the Sender will in addition to the price for procurement of the Cash on Delivery service also be charged the Transaction Fee for a payment with a payment

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card, which is governed by the price list of the Carrier, or which is agreed in writing in a Service Agreement or other agreement concluded between the Carrier and the Sender.

## 9. INFORMATION ON FREIGHT

- 9.1 Information on Freight may be requested by stating the posting number of the Freight by phone at the customer service of Express One Slovakia (tel. 02/16 160 or [by means of](#) web forms). Information on the delivery of Freight will be available on the next business day following the delivery of Freight. The whole route of the Freight from its picking up until the delivery can be monitored on the website [www.expressone.sk](http://www.expressone.sk). This does not affect the obligation or limitation of the Express One Slovakia applicable to postal secrecy and personal data protection resulting from special legal regulation.

## 10. PERSONAL DATA PROTECTION

- 10.1 From the point of view of personal data protection, Express One Slovakia acts in the legal position of the operator, which determines the purposes and means for processing of personal data.

For the purpose of these Commercial Terms and Conditions the following terms in bold shall have the following meanings:

- a) **General Data Protection Regulation:** Regulation No 2016/679 of the European Parliament and of the Council (of EU) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Council Directive 95/46/EC,
- b) **Personal Data** pursuant to § 11 of Act No. 324/2011 Coll. on Postal Services as amended (hereinafter the "**Postal Law**") mainly: first name, surname, title, address, birth date, birth registration number, data on identity card, banking contact, phone number, e-mail address, relation of the representative with the addressee, data on distribution and on impossibility to deliver a shipment,
- c) **Person Concerned** pursuant to Article 4, Section 1 of General Data Protection Regulation: any natural person whose personal data are subject to processing, i.e. the Recipient of Freight or Sender of Freight if they are natural persons.

- 10.2 Purpose and legal basis for processing personal data by Express One Slovakia:

10.2.1 Express One Slovakia as a registered postal business processes personal data for the purpose of delivery of Freight to the Recipient pursuant to Article 6, Section 1, Letter f) of the General Data Protection Regulation (legitimate interest) resulting from the provision of § 11 of the Postal Law.

10.2.2 Express One Slovakia processes personal data of data subjects for the purpose of handling claims and complaints pursuant to Article 6, Section 1, Letter c) of General Data Protection Regulation, resulting from Act No. 250/2007 on Consumer Protection and on amendment of Act of SNR (Slovak National Council) No. 372/1990 Coll. on offences as amended and pursuant to the Postal Law.

10.2.3 Express One Slovakia processes personal the data of data subjects for the purpose of bookkeeping pursuant to Article 6, Section 1, Letter c) of General

Data Protection Regulation, resulting from Act No. 431/2002 Coll. on Accounting as amended, of Act No. 222/2004 Coll. on Value Added Tax as amended, of Act No. 40/1964 Coll. The Civil Code as amended, of Act No. 595/2003 Coll. on Income Tax as amended,

- 10.2.4 Express One Slovakia processes the personal data of data subjects for the purpose of its **legal agenda** (i.e. handling of court and other disputes) pursuant to Article 6 Section 1 Letter c) of GDPR necessary to fulfil legal obligations arising from Act No. 160/2015 Coll. The Civil Dispute Procedure, from Act No. 307/2016 Coll. on reminder proceedings and amendments to certain laws, Act No. 244/2002 Coll. on arbitration proceedings, Act No. 301/2005 Coll. The Criminal Code, Act No. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain laws, Act No. 162/2015 Coll. The Administrative Court Procedure, Act No. 233/1995 Coll. on bailiffs and enforcement activities (Executive Regulations) and on amendments to other laws,
- 10.2.5 Express One Slovakia processes the personal data of data subjects for the purpose of the **exercise of the rights of application of data subjects** pursuant to Article 6 Section 1 Letter c) of GDPR necessary to fulfil the legal obligations arising from the Regulation and Act No. 18/2018 Coll.
- 10.3 A Sender who concludes a Service Agreement with Express One Slovakia, is in the relation to data subjects, to which Express One Slovakia delivers the freight ordered by the Sender, obliged to inform such a data subject in the scope pursuant to Article 13 and 14 of the General Data Protection Regulation (i.e. on behalf of the Sender and on behalf of Express One Slovakia), mainly (but not only) on the rights of the data subjects and that the personal data of the data subjects will be used for the purpose stipulated in Clause 10.2 of these Commercial Terms and Conditions provided to Express One Slovakia, which will process it pursuant to Clause 10.2 of these Commercial Terms and Conditions.
- 10.4 A Sender who concludes a Service Agreement with Express One Slovakia is responsible for the accuracy and up-to-datedness of the Personal Data of data subjects which the Sender provides to the Express One Slovakia pursuant to Clause 10.2 of these Commercial Terms and Conditions.
- 10.5 Express One Slovakia processes personal data of data subjects on its own behalf, and also authorises processors with the processing of personal data of data subjects, by means of which it provides for the provision of services stipulated in these Commercial Terms and Conditions. The processors of Express One Slovakia process personal data of Data Subjects (recipients of freight) on the basis of documented instructions of Express One Slovakia and in compliance with the General Data Protection Regulation.
- 10.6 The responsible person of Express One Slovakia for personal data protection may be contacted on: [zodpovednaosoba@expressone.sk](mailto:zodpovednaosoba@expressone.sk) or at: Senecká cesta 1, 900 28 Ivanka pri Dunaji. Please label the envelope “GDPR – Responsible Person”.
- 10.7 Information and data to which personal data personal protection is applicable may only be provided to the concerned person. Express One Slovakia is entitled to the payment of costs for the provision of information and data.
- 10.8 Information and data to which personal data personal protection is applicable will be provided by Express One Slovakia to a court, office of public prosecution or other body

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of the state for the purpose of performing its tasks pursuant to a special regulation or for the purpose of detection, investigation, and prosecution of criminal offences.

10.9 A Data Subject may claim the following rights from Express One Slovakia:

- Right of access to data,
- Right to correction or completion,
- Right to deletion,
- Right to object,
- Right to limitation of processing,
- Right to data portability,
- Right to file complaints to the supervisory body.

10.10 Detailed information regarding personal data protection and handling of rights of data subjects is available on the website of Express One Slovakia [www.expressone.sk](http://www.expressone.sk) in the section Personal Data Protection.

## 11. CLOSING PROVISIONS

11.1 These Commercial Terms and Conditions are binding for Express One Slovakia as well as for the Sender and Recipient of Freight, and for other persons to which these Commercial Terms and Conditions are applicable.

Contractual relations that are not regulated in these Commercial Terms and Conditions shall be governed by the relevant provisions of the Commercial Code (The Contractual Parties state to exclude doubts, that they agree pursuant to § 262 of the Commercial Code to the applicability of the Commercial Code) and by the Act on postal services and by other legal regulations valid in the Slovak Republic.

11.2 Any disputes from the Service Agreement will be resolved by means of the competent courts of the Slovak Republic.

11.3 These Commercial Terms and Conditions shall be applicable, unless otherwise stipulated by a written agreement or contract.

11.4 These Commercial Terms and Conditions are published on the website of Express One Slovakia, i.e. [www.expressone.sk](http://www.expressone.sk). In the event of a discrepancy between a written copy of the Commercial Terms and Conditions and the version published on the address stated in the first sentence of this Clause the wording published on the publicly available website of Express One Slovakia shall prevail: [www.expressone.sk](http://www.expressone.sk).

11.5 Express One Slovakia is authorised to change or fully substitute these Commercial Terms and Conditions by issuing a change. The changed Commercial Terms and Conditions will be binding for the Sender and/or Recipient from the date of publication on the website [www.expressone.sk](http://www.expressone.sk), unless otherwise specified in their content.

11.6 The Commercial Terms and Conditions shall lose their validity and effectiveness on the date when new Commercial Terms and Conditions become valid and effective. All Service Agreements as well as other agreements whose subject is the provision of services stated in the Commercial Terms and Conditions by Express One Slovakia which were concluded before the validity and effectiveness of these Commercial Terms and Conditions, and governed by the existing Commercial Terms and

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Conditions will be from the date of the validity and effectiveness of the new Commercial Terms and Conditions governed by these new Commercial Terms and Conditions. All references stated in the Service Agreements which referred to the Commercial Terms and Conditions of Express One Slovakia will refer to these Commercial Terms and Conditions, unless otherwise expressly agreed. In the event of a change of numbering or identification of an article which is referenced in the previous Commercial Terms and Conditions the referenced article shall mean such an article which governs the content and purpose of relations in the way which is closest to the referenced article.

- 11.7 These Commercial Terms and Conditions shall replace in the full scope the previously valid and effective Commercial Terms and Conditions. These Commercial Terms and Conditions become effective as of **15.09.2023**.

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