

## **RULES FOR CLAIMS**

### **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 Commercial Register of District Court Bratislava I, Section: Sro, Insert no.: 4376/B is a trading company established pursuant to the Slovak legal system performing business activities, mainly, but not only the following activities: 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 this it is **governed by the provision of services by Act No. 324/2011 Coll. on postal services and amendments of some acts** (hereinafter the “**Act on Postal Services**”).

Express One Slovakia issues these Rules for Claims pursuant to the provisions of § 28 et seq. of the Act on Postal Services and pursuant to the relevant provisions of Act No. 513/1991 Coll. The Commercial Code as amended (hereinafter the “**Commercial Code**”). (hereinafter the “**Rules for Claims**”)

**The Rules for Claims are an inseparable part of the Service Agreement and the Commercial Terms and Conditions of Express One Slovakia and is applicable to all distribution services provided by Express One Slovakia.**

#### **1. BASIC TERMS**

- 1.1 Basic terms defined in the Commercial Terms and Conditions of Express One Slovakia will also be applied in these Rules for Claims as appropriate.
- 1.2 For the purpose of these Rules for Claims, a **Complaint** shall mean a written filing of a Recipient or Sender to the Carrier, which details the deficiencies of the distribution of Freight, dissatisfaction with the behaviour of a collaborator of Express One Slovakia or dissatisfaction with the process of handling a complaint or claim, etc. A written complaint may only be filed via web forms on the website [www.expressone.sk](http://www.expressone.sk). (hereinafter the “**Complaint**”)
- 1.3 For the purpose of these Rules for Claims, a **Claim** shall mean a written filing by which the Recipient or Sender claims liability against the Carrier for services not provided in the required quality during distribution, caused by non-compliance with obligations resulting for the Carrier from the Commercial Terms and Conditions or Service Agreement.

#### **2. CLAIM PROCEEDING**

- 2.1 The Sender or Recipient of a Parcel must file a claim against Express One Slovakia via a web form on the website of Express One Slovakia. In the event that the claim is applied during a weekend or a bank holiday, the claim proceeding will start on the next business day. The receipt of a claim / complaint will be confirmed by the sending of a notification e-mail.
- 2.2 A claim of loss, damage or reduction of the weight of a Parcel shall be filed by the Sender or Recipient by the next business day after the delivery of the Parcel.
- 2.2.1 International Cross-border Shipment of Freight**  
A claim for the loss of Parcel must be filed by the Sender or Recipient not later than **15 business days** following the normal time of shipment of Freight stated in the Price List, after the delivery of Freight, and the deadline for its localisation is a maximum period of 60 days. Damage reported after delivery without reservation will not be accepted for **foreign Parcels**.
- 2.2.2 Domestic Shipment of Freight**  
A claim of the loss of Parcel shall be filed by the Sender or Recipient within **2 business days** of the Normal Time of Shipment of Freight stated in the Price List, after the delivery of Freight, and the deadline for its localisation is a maximum period of 60 days.
- 2.3 The Sender is with regard to damage, loss or reduction of weight of Freight entitled to compensation of damage in the amount of the actual damage, up to a maximum **amount of EUR 350** for a single Parcel. As regards a claim for compensation for damaged goods, the Sender is obliged to document the value of the Parcel by a relevant document (delivery note, original procurement invoice excluding VAT, order, etc.). The Sender has no entitlement to compensation of loss of profit or any other consequential or indirect damage. In the event of damage, loss or reduction of weight of the Parcel, the Recipient is obliged to preserve the original packaging of the Parcel, including the inner filling. In the event of a claim, the Recipient is not authorised to handle the parcel, above all, to not use the goods under consideration until the full completion of the claim. The utilisation of goods or not preserving the original packaging may be a reason for a rejection of a claim.
- 2.4 If the Recipient or Sender cannot assess from the nature of the filing if it is claim or a complaint, the Carrier shall decide based on its content.
- 2.5 In the event of damage or destruction of the Parcel, the Recipient is obliged to preserve the original packaging of the Parcel for viewing by Express One Slovakia and to provide photographic documentation of the same. If the Recipient cannot supply photodocumentation of the original packaging, any claim for compensation of damages shall be invalid.
- 2.6 Express One Slovakia **does not bear any liability for hidden defects** of the Parcel.

2.7 Following the reporting of damage or destruction of the Parcel, or a missing part of the Parcel, the authorized collaborator of the Express One Slovakia will pick up the Parcel based on an order from the claim department.

2.8 A written claim must include the following:

- Parcel number + destination postcode or number of the customer
- description of fault or damage of the Parcel (i.e. text description of the problem)
- identification of content of the Parcel (i.e. description of goods)
- amount of applied claim for compensation of damages
- photographic documentation
- contact data of the reporter of claim (i.e. first name and surname, e-mail address)

The following must also be appended to the written claim:

- Proof of content of the Parcel (delivery note, original procurement invoice excluding VAT, order, etc.)
- Documentation of the value of the Freight in a relevant way (procurement invoice or, cash register receipt. If the person applying the claim for damages is a VAT payer, Express One Slovakia will compensate the damage up to a maximum of the amount of the procurement price of goods, excluding VAT)
- In the event of damage to the Parcel, documentation of the amount of caused damage (invoice for repair, expert opinion for establishment of the scope of damage).

2.9 The time limit for settlement of a claim of loss, damage or reduction of the Parcel is 30 days. This time limit will be extended by the time during which Express One Slovakia does not have all the required documents for the settlement of a claim from the authorized person. If required documents from law enforcement agencies, insurance company or other body, authority or institution must be produced for the settlement of claim, the time limit for settlement of a claim will only start following the delivery of such documents to the Carrier.

2.10 Express One Slovakia is authorised to extend the deadline for the settlement of a claim for a maximum of 90 days if the claim made by the Sender and/or Recipient of the Parcel is related to a large number of freight or other facts related to the provided service or payment transactions and it cannot be settled in the full extent by the deadline pursuant to the above. During this period, Express One Slovakia is obliged to notify the Sender or Recipient of Freight in written/electronic form stating the reasons for the extension of the deadline. A large amount shall mean at least 50 units of Parcels. Objective reasons shall mean pre-Christmas period, expert assessment, lack of personnel, etc.

2.11 If the authorised person does not provide Express One Slovakia for the resolution of claim all required, specified documents and information within 30 calendar days of a request for their supplementation, such an action will be considered as a refusal of collaboration as regards the investigation and the claim for compensation of damages will thus expire.

2.12 A claim will also expire if after the delivery of a claimed Parcel a discrepancy between the declared contents of the Parcel and the actually handed over item is found (e.g. different mode or serial number, photographs in a claim showing a

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

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

**BANK DETAILS** TATRA BANKA a.s. Bratislava, **account number** 2620004618/1100

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



different item from the actually handed over item). In the event a discrepancy is found and the expiry of the right to recognition of compensation for damages, Express One Slovakia will return the handed over item to the Sender.

- 2.13 With regard to damage or loss of the Parcel, the Sender is entitled to compensation of damage in the amount of the actual damage to the Parcel, up to a maximum of the declared value of the Parcel stated on the Taking-over Letter. The actual damage is the reduction of the property of Sender due to the damage event to the shipped Parcel. If the person applying the claim for damages is a VAT payer, it will apply a claim for compensation of damages against Express One Slovakia excluding VAT.
- 2.14 During a claim proceeding as regards damage to goods, the Sender or Recipient is obliged to document the value of the Parcel by a relevant document (procurement invoice or, cash register receipt. If the person applying the claim for damages is a VAT payer, Express One Slovakia will only compensate the procurement price of goods excluding VAT).
- 2.15 The Sender and Recipient of the Parcel have no entitlement to compensation for loss of profit or for any other consequential and indirect damage. An entitlement to compensation of damages for which Express One Slovakia is liable, must be claimed by the Sender within six months of the day following the day of picking up the Parcel, otherwise this entitlement shall expire.
- 2.16 The Sender is not authorized to set-off a claim for compensation of damages on shipped Parcels against the Carrier against payment of the price of shipment services to which both parties expressly agreed.
- 2.17 The Sender is not authorized to assign an entitlement to compensation of damages to a third person without the preceding written consent of the Carrier.
- 2.18 In the event of loss, damage or destruction of Freight containing documents and goods excluded from shipment pursuant to the Commercial Terms and Conditions of Express One Slovakia, Express One Slovakia shall only pay the Sender compensation for damages up to the amount of paid shipment costs.
- 2.19 With regard to damage, loss or reduction of weight of the Parcel, the Sender is entitled to compensation of damage in the amount of the actual damage to the Freight taking into consideration the provisions of Commercial Terms and Conditions of Express One Slovakia.
- 2.20 The claims department of Express One Slovakia shall decide on the substantiation and payment of compensation for damages. The compensation for damages for a substantiated claim shall be transferred without any delay following the establishment of an obligation to compensate and the amount for compensation of damages. Express One Slovakia shall pay the compensation of damages in money, i.e. in currency valid in the Slovak Republic, by bank transfer to the account of the person claiming the obligation to compensate.
- 2.21 A compensation for damage may also be paid to the Recipient of the Parcel on the basis of a written authorisation from the Sender of the Parcel.

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- 2.22 In the event of damage to a transported, used or worn item, its actual value shall be determined from the age and level of its wear (time value). The term time value shall mean the value at the place and time of sending to be paid to acquire a new item of the same type and quality, reduced by the corresponding level of wear or other deterioration of the item. The amount of damage shall be calculated as the time value of the item considering the wear, age and depreciation of the item pursuant to the conditions of Express One Slovakia.
- 2.23 Any disputes between the contractual parties will be resolved by the competent courts of the Slovak Republic.
- 2.24 In the event of damage or loss of the Parcel, the Sender is entitled to compensation of damage in the amount of the actual damage to the Parcel, up to a maximum amount of EUR 350 for a single Parcel. If the person applying the claim for damages is a VAT payer, it must apply the claim for compensation of damages against Express One Slovakia excluding VAT. For a claim for damage to goods, the Sender (payer of shipment) is obliged to document the value of the Parcel by a relevant document (procurement invoice or cash register receipt. If the person making the claim for damages is a VAT payer, Express One Slovakia will only compensate it for the procurement price of goods excluding VAT).
- 2.25 Claims resulting from shipment of Freight lapse after one year from the date of the performance of the shipment.
- 2.26 Express One Slovakia is liable for damages to the Parcel or loss of the Parcel adequately pursuant to provision of § 622 of the Commercial Code and § 38 and § 39 of the Act on Postal Services. An appeal against the result of the claim process may be filed within 14 days of the delivery of the decision in written form, and the 30 day time limit for its settlement will be reapplied from the date of the filing.
- 2.27 If the Recipient or Sender is a consumer who is not satisfied with the method of settlement of their claim or is of the belief that Express One Slovakia violated his rights, he may within 10 calendar days from the receipt of the decision on the claim send to Express One Slovakia an application for remedy/investigation of the claim. Express One Slovakia must decide within 30 calendar days from the date of the delivery of such an application as regards remedy/investigation of the claim, i.e. it must either confirm its previous decision or change its decision. If it does not respond to the same within 30 calendar days from the date of its sending, a Sender who is a consumer, has pursuant to § 12 of Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments of some acts, a right to file a motion for the opening of an alternative solution of his dispute. The competent entity for alternative resolution of consumer disputes from agreements on provision of postal services is the Office for Regulation of Electronic Communication and Postal Services ([www.teleoff.gov.sk](http://www.teleoff.gov.sk)) or other competent authorized legal entity registered in the list of entities of alternative resolution of disputes maintained by the Ministry of Justice of the Slovak Republic (<http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>), and the Sender who is a consumer has the right to choose which of the stated entities for alternative resolution of consumer disputes he will address. For the filing of a notion for the alternative resolution of their dispute, the Sender who is a consumer may also use the platform for on-line solution of disputes at <http://ec.europa.eu/consumers/odr/>. The Sender who is a consumer will

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find information on fees for a motion on websites of the specific entity for alternative solution of disputes.

- 2.28 A complaint of the Sender and/or Recipient of Freight regarding the provided quality and/or behaviour of specific employees and/or collaborators of Express One Slovakia shall not be considered as a claim pursuant to these Commercial Terms and Conditions.

### **3. CLOSING PROVISIONS**

- 3.1 These Rules for Claims are binding for Express One Slovakia as well as for the Sender and Recipient of the Parcel, and any other persons, to who these Rules for Claims are applicable.
- 3.2 These Rules for Claims shall be applicable, unless otherwise stipulated by a written agreement or contract.
- 3.3 These Rules for Claims 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 registered address of Express One Slovakia, the wording published on the publicly available website of Express One Slovakia shall prevail [www.expressone.sk](http://www.expressone.sk).
- 3.4 Express One Slovakia is authorised to change or fully substitute its Rules for Claims by issuing a change. The changed Rules for Claims shall 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.
- 3.5 These Rules for Claims are effective as of 15.05.2022.