



General Terms and Conditions of the GLS General Logistics Systems Slovakia s.r.o. (hereinafter referred to as “GLS”) for GLS Parcel Shops and Parcel Lockers customers

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Unless stipulated herein otherwise, the General Terms and Conditions of the GLS Slovakia are governed by the legal regulations of the Slovak Republic and the Convention on the Contract for the International Carriage of Goods by Road.

§1. Introduction

GLS provides national and international parcel transportation and express mail. **GLS** transports only already paid parcels (shipments), it means that sender/customer shall always pay for the service in advance. However **GLS** product partially includes also subcontractor services, the **GLS** technology provides parcel tracking services throughout the entire process.

§2. Application

These General Terms and Conditions are valid to all GLS activities, mainly providing integrated parcel transportation, collections, loading, unloading, handling and transshipment of goods, temporary storage of parcels if delivery fails, as well as managing export transports within the countries belonging to the **GLS General Logistics Systems** network, regardless if the service is provided directly or by means of third party services.

§3. Scope and Exclusion of Services

§3.1. **GLS** is a parcel service provider with transportation services carried out by independent transport companies and contractors running the Parcel Shops. **GLS** achieves economic and fast deliveries under effective process management: the parcels are transported as consolidated shipment and sorted within depots and reloading points (HUB) using automatic conveyer systems. Parcels are scanned regularly when received at the outbound depots, when running through a reloading point (HUB), when received at the inbound depot, at the transfer to the delivery driver as well as upon delivery to the recipient. System registers date and time of each scan. No further documentation is needed.

§3.2. **GLS** only accepts closed, complete and undamaged packages without further check of its contents. And so it is delivered further to the recipients in the same condition, i.e. closed and without checking of its content.

§3.3. The collection of parcels within the scope of subcontractor service on behalf of GLS and collection points in Parcel Shop have certified receipt designed by the **GLS** Company. **GLS** is not committed to verify the parcel numbers, weight, recipients, content and value of packages nor other conditions.

§3.4. Within the Slovak Republic, **GLS** delivers parcels collected in the Parcel Shop during the collecting hours to the recipient doors usually next working day. As for the export parcels the delivery times are only informative (i.e. not guaranteed).

§3.4.1 Second delivery attempt to the assigned address is part of basic service for national delivery. Second attempt on international deliveries may take place to the closest **GLS** Parcel Shop next to recipient address.



§3.4.2 Parcels delivered to the company addresses shall be handed over at receptions or goods delivery points.

§3.4.3 Delivery of parcels shall be **signed by the recipient** or someone else considered as person entitled to take over the parcel. It can be a person present at the recipient address and person having the power of attorney.

§3.4.4 Signed receipt ("Parcel Shop Rollkarte") is a regular delivery document, which eventually can be substituted by a confirmation and by signed electronic/scanned note list.

§3.4.5 If the second delivery attempt fails, the parcel is delivered back to the **sender**.

§3.4.6 CashService, i.e. **collection of cash on the delivery (COD)**, shall be provided upon a written cheque from the **sender**. **GLS** sends collected cash to the bank account written on the cheque from the sender. Parcel Shop only accepts full and complete filled out cheques for cash-on-delivery. Only than **GLS** shall accept full responsibility for cash collection (upon the cash receipt given at the delivery).

§3.4.7 Provided that **GLS CashService** fails to collect given amount for whatsoever reason, it shall not mean any debt of **GLS** towards the **sender**. Recipient shall remain liable for such a payment under the original legal relation and usual insurance conditions shall not apply to any uncollected amount. Provided that the given amount of cash-on-delivery is not collected, **GLS** has a responsibility up to the amount of service fee for delivery. Besides that, the GLS has an obligation to cooperate on further recollection of cash-on-delivery cheque amount.

§3.5. **GLS** shall keep records on a parcel data. Such data is available after entering the parcel shipment number.

§3.6. **GLS** shall be out of responsibility for partial or complete failure to meet the contractual conditions or damages caused by force majeure.

§4. Questions and Claims

GLS has a customer service office open on working days from 8:00 a.m. to 6:00 p.m., which provides information based on the package transport number (IOD) and sends the delivery confirmation note (POD).

Parcel delivery data is available as of the second day after the collection and after filling the parcel shipment number in the Track&Trace section at the website page: www.gls-slovakia.sk.

Claim shall be filed by the customer in the section "Claims" (according to the relevant category) at the website page: www.gls-slovakia.sk.

§5. Sender's Consent with Machine Type Transportation of Parcels

Sender shall accept the scope of service described in the Clause 3 (especially Sub-Clause 3.1) as fully convenient for its needs and shall surrender to any other claims especially in regard to the documentation of involved entities.

§6. Transportation Exclusions

In regards to the nature of processes described in Clause 3 (especially Sub-Clause 3.1), **GLS shall** exclude the transportation of goods listed below. **GLS** shall transport only sealed and properly wrapped packages without checking the content and shall deliver parcels to recipients without asking for their consent. **GLS** does not check the packages in order to verify compliance with transport exclusion rules written below.

§6.1. Parcels exceeding the weight of 31,5kg, girth of 3m (girth = 2x width + 2x height + length) and if the parcel size, which is identified in the GLS system, does not match the correct size, entered by



sender when ordering the shipment, it shall be excluded from transportation. Maximum allowed length is 2m, maximum allowed height is 0,6m and maximum allowed width 0,8m.

§6.2. Parcel value shall not exceed €5 000.

§6.3. The goods listed below shall be excluded from transportation by **GLS**:

- Insufficiently packed parcels breaching General Terms and Conditions or business practices,
- Parcels exceeding allowed weight,
- Wrapped or taped packages, packages in wooden box,
- Perishable goods, contagious goods and repugnant goods,
- Mortal remains of people or animals,
- Live animals and plants,
- Goods in bags and bulk material,
- Goods with monetary value like money, precious metals, securities, stationery, lottery cheques, genuine pearls, precious stones and jewellery,
- Objects of art, antiques,
- Temperature-sensitive goods,
- Firearms, ammunition, explosives, etc.,
- P.O.BOX parcels,
- Export packages under consumption tax, or alcohol, tobacco and private parcels,
- Goods under ADR (dangerous goods),
- Cigarettes, narcotic drugs,
- Shipment of goods or parcels prohibited under all applicable sanction laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanction laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanction on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union,
- Parcels with one of the following destinations: Andorra, Büssingen am Hochrhein, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, Monaco, San Marino, and all European islands (except of German islands, Great Britain islands and Ireland),

- Foreign parcels shall exclude any movables, goods under consumption tax and under ATA Carnet,

- Customer shall deliver written notice to **GLS** on any parcel with value exceeding €5000. Provided that the customer fails to meet this obligation, **GLS** shall not bear any responsibility for damage of such parcel.

§6.4. **GLS** shall take over the liability for damage or loss caused by shipping of parcels only if the sender have informed **GLS** in advance by means of email *inform@gl-slovakia.sk* about content and value of the parcel avoiding exclusions described in Clauses v 6.1 - 6.3 and **GLS** has expressly approved acceptance of such parcel. Written consent from a subcontractor, haulage contractor or assistant, or an implicit acceptance of the parcel shall not substitute the consent of **GLS** as described above.

§6.5. If the sender hands over a parcel to **GLS** in breach with the Clauses 6.1-6.3, then **GLS** has right to decide whether the sender shall take over the parcel personally or it will be sent back to the sender at his expenses, or stored, or handed over for shipment by another delivery company with no exclusions applied. Where justified under the given circumstances, **GLS** is entitled, after notifying the sender in advance, and at sender's expenses, to sell the parcel, or destroy in order to prevent any danger.

If the good doesnt meet the above conditions in point 6.1, the parcel will be returned to the sender at his expense and the sender cannot claim a refund of shipping costs.

§7. Sender's Obligations

§7.1. **Sender** is obliged to attach or enclose duly filled and complete documents approved by **GLS** to every parcel. The sender shall be liable for consequences of any errors in their completion.

§7.2. Sender shall provide the following information on the parcel label:

Recipient:

- Recipient's name,
- Street, house number, eventually floor and door number,
- Postal code, town,
- Telephone number of the Recipient (in order to ease delivery).

Sender:

- Sender's name,
- Postal code, town,
- Street, house number, eventually floor and door number,
- Telephone number of the sender (in order to contact sender if any obstacle occurs during delivery).

§7.3. Sender is responsible for a proper and sufficient inner and outer packaging which must ensure that an access to the parcel's content is not possible without leaving a clear trace on the outside of the parcel. Description provided in the Clause 8 herein and **GLS's** packaging guidelines shall offer you practical assistance in this regard (see the www.gls-slovakia.sk website).

§8. Parcels, Parcel Labels, Packaging, Addressing, Sealing

Careful and proper packaging of goods ensures that the dispatched parcel is suitable for mechanical handling, loading, and efficient road transportation, and thus that the goods may be delivered to the destination address without any damage.

GLS shall take responsibility only for properly packed parcels with proper parcel label.

Since parcels are handled within the **GLS** by the system using industrial-type technology, parcels that are not suitable for such technology parcel handling may not be dispatched for shipment.

Sender shall meet following conditions during packaging:

- Only fully sealed parcels with parcel label can be dispatched,
- Parcels with long, sharp protrusions are not suitable for parcel shipment,
- Boxes must be utilized optimally; assuring the appropriate size and quality of the packaging goods and filling out the entire package should protect the goods from damage.
- **Fragile goods** shall be packaged in Styrofoam or another padding material; a "fragile" sign only serves as a warning, and does assure protection of the goods. Label "**Fragile**" or similar warnings do not release the sender from responsibility to pack the goods properly in accordance with its material. This label does not protect the goods!
- Electrical devices sent to repair shops should be packed inside their original packaging including inner fillings,
- Bottles and glasses placed in parcels should be protected by protective layers placed between them as well as at the bottom and at the top of each item.
- Irregularly-shaped goods that are difficult to pack must also be protected within the shrink-wrapping itself, using another type of packaging.
- Cardboard boxes must be sealed on all sides with adhesive tape (including the sender's company logo), if possible.
- Boxes strapped together in a bundle are unacceptable, as bundles may fall apart and only one unit will be identified with the label will arrive at the destination point.
- Address labels and stickers identifying special services shall be placed on the largest side of the parcel.
- If several parcels are dispatched to the same address, the stickers indicating the use of special service must be used for each of the parcels.
- Dangerous goods may not be dispatched, even if marked as such.

§9. Alternative Place of Delivery - Unloading

§9.1.. After an unsuccessful attempt to deliver, the recipient can ask **GLS** to deliver to any

Parcel Shop. If the recipient has issued no instructions, the package will be treated in accordance with clause 3.4.

§9.2. Packages that have been handed over to the Parcel Shop operator after one unsuccessful delivery attempt or whose delivery address is the Parcel Shop must be stored and handed over to the recipient by the Parcel Shop operator in accordance with the Parcel Shop guidelines. If the provisions of Parcel Shop guidelines are breached, the Parcel Shop operator is obliged to pay for any damages and costs required by the sender or a third party from **GLS**.

§9.3. **GLS** has the right to request that any packages held by the Parcel Shop operator shall be returned to **GLS**.

§9.4. Parcel Shop operator is fully responsible for selected cash-on-delivery (COD) amounts and thus is obliged to transfer all collected COD amounts to the account of **GLS** or to the courier personally under standard contractual conditions, latest by following week Wednesday. Late delivery of collected COD is a serious breach of contractual conditions and cooperation shall be ceased immediately.

§10. Parcel Delivery Fees, Payment of Costs

§10.1. The advertised fees and extra fees shall be applied between the **Parcel Shop** and the **sender**. Basic measurement shall be 1 cubic meter = 166.67 kilograms. The transport of return parcels and goods that cannot be automatically sorted shall take place in accordance with the valid pricelist.

§10.2. The customer is not permitted to invoice a counterclaim, unless it has been recognized by a court in a legally binding court decision, or has been recognized by **GLS** in writing.

§11. Liability for Damage

§11.1. **GLS** takes responsibility for damage only within the scope defined by the law. The provisions of the CMR related to the liability must be applied in the case of cross-border road transport.

§11.2. During aerial transportation, **GLS** is liable for damages caused by parcel loss or damage only while it is under the supervision of **GLS**, in an amount of 8.66 SDR ("Special Draving Rights" unit of the International Monetary Fund) for each gross kilogram of the parcel.

§11.3. **GLS** is not liable for economic damage or profit loss.

§11.4. Parcel Shop operator shall be liable for damages originated during the time when package is in his possession since taking over the parcel until the moment that parcel is handed over to the recipient or **GLS** courier.

§12. Insurance

§12.1. When sender has no insurance and has paid only the transport costs, **GLS** takes responsibility for eventual damage according to the value of shipped goods up to the amount of:

- Net procurement value, or
- Standard price reflecting the depreciation (for used goods): according to the amortization table published at: <https://gls-group.eu/SK/en/claims> or
- Auction price (for goods sold at auction or similar), up to the price achieved at auction, depending on which price is the lowest in the individual cases.

- **GLS** is not liable for parcel damage over **€332 per parcel**.

§12.2. **Sender** is not entitled to pass or put the insurance claim in pledge without the consent of **GLS**.

§13. Reimbursement of Costs



Exclusion further sender's claims. The sender shall not enforce additional outstanding claims from **GLS** in the form of a fine, penalty or delay fee that the sender is obliged to reimburse to a third party, especially if such third party is not in a position to enforce its claim directly against **GLS**.

§14. Limitation Clause

§14.1. The limitation period for all legal claims against **GLS** expires after one year period.

§14.2. The limitation period starts as of the day the parcel was delivered, or if the delivery did not take place, from the end of the day when the delivery should have taken place.

§15. Written Form

Any annexes or amendments to the agreement, or any discrepancies from the agreement or these General Terms and Conditions, shall be valid only in written form.

§16. Limitation / Jurisdiction

§16.1. If any of the provisions of these General Terms and Conditions becomes invalid, then this shall not affect the validity of the remaining provisions thereof. The invalid provision shall be replaced by a provision with economic effect as close as possible to the original provision.

§16.2. The jurisdiction court shall be the court with jurisdiction in the location of the **GLS** domicile.

§17. Definition of Terms used in the General Terms and Conditions

IOD - electronic or verbal information on parcel delivery

POD - written notice of delivery of the parcel

Rollkarte - the shipping document used by **GLS** Slovakia containing parcel number,

recipient's signature and name as a delivery approval note

Sender - the sender of the parcel, customer of the Parcel Shop, bearer of costs at all times
Parcel Shop – the business partner of **GLS**, labelled with **GLS** Parcel Shop sign, that collects and delivers parcels transferred by **GLS**

These **General Terms and Conditions** and the valid fees applicable are published by **GLS** on the www.gls-group.sk website. After the parcel is given to the Parcel Shop or courier subcontractor, the sender shall agree with provisions of the **General Terms and Conditions**.

This version of the **General Terms and Conditions** applicable to **GLS** Parcel Shop customers and to indirect sales by subcontractors is valid as of 1st July 2022.