General Terms and Conditions

Effective from November 15, 2019

General provisions

1.1 These General Terms and Conditions (hereinafter referred to as the "Conditions") govern commercial and legal relations between Zásilkovna s.r.o., with its registered office at Lihovarská 1060/12, 190 00 Praha 9, IČ (Identification Number) 28408306, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 139387 (hereinafter referred to as the "Forwarding Agent") and the sender of the consignment (hereinafter referred to as the "Client"). These Conditions also govern legal relations between the Forwarding Agent and any third parties involved in any legal activities of the Forwarding Agent. These Conditions are an integral part of any Forwarding Contract concluded by the Forwarding Agent.

1.2 These Conditions consist of following Annexes: No.1 – Price List, No. 2 – Currency Conversion Rules, No. 3 – Rules of Marking Consignments with Labels, No. 4 – Conditions for C.O.D payment by payment card and No. 5 – Contract on personal data processing.

1.3 The Client hereby declares that they have acquainted themselves with the contents of the Conditions prior to concluding the Forwarding Contract and that they agree with them and accept them without reservation.

1.4 An "Information System" is an electronic system operated by the Forwarding Agent, which records the contractual relationship with individual Clients, electronic data on Consignments that are the subject of delivery and records data on the status and location of Consignments. The Sender is entitled to access the Information System.

1.5 A "Recipient" is a person who is designated by the Client as a Consignee.

1.6 An "Application" is a mobile application issued by the Forwarding Agent enabling the Recipient and the Sender to perform the offered actions.

1.7 A "Pick up Point" is a place where the Forwarding Agent enables the hand over of a Consignment to a Recipient.

1.8 A "Cash on Delivery Consignment" or "C.O.D. Consignment" is any Consignment for which the Forwarding Agent must collect the price of the Consignment on delivery to the Recipient, on the basis of the Client’s instructions.

1.9 A "Cash on Delivery" or "C.O.D" is an amount of money collected by the Forwarding Agent from the Recipient on delivery of the Consignment. C.O.D can be paid in cash or by accepted payment card.
1.10 The “Services of the Forwarding Agent” includes all operations and services related to the delivery of the Consignment, in particular arranging for the Consignment to be taken over and delivered to the Place of Delivery, arranging the transport to the Place of Delivery, informing the Recipient about the storage of the Consignment, handing over the Consignment to the Recipient and also collecting the C.O.D. according to the Client’s order and instructions. Uncollected Consignments shall be returned to the Client, including Consignments that Recipients refused to take-over.

1.11 The “Return Logistics” is a service consisting of arranging the transport of a Consignment, which the Recipient sends back to the Sender in order to exercise a warranty claim for the delivered goods. The Forwarding Agent shall take over the Consignment from the Recipient on the basis of the Sender’s instruction.

1.12 By inserting electronic data about a Consignment into the Information System, the Client concludes the Forwarding Contract with the Forwarding Agent, confirms these Conditions and declares that they have acquainted themselves with the contents of the Conditions prior to executing the Forwarding Contract and that he agrees with them and accept them without reservation.

1.13 The Forwarding Agent hereby undertakes to arrange, in the Client’s own name and at their expense, the transport of goods (hereinafter referred to as “Consignments”, or the “Consignment” in the case of a single unspecified item) from one specific place (hereinafter referred to as the “Place of Dispatch”) to another specific place (hereinafter referred to as the “Place of Delivery”) should that Place of Delivery have an address different from those of Pick up Points in the Czech Republic, including enacting any additional operations associated with the transport. The Client hereby undertakes to pay remuneration to the Forwarding Agent for these activities.

Alternatively, the Forwarding agent undertakes to arrange the transport of the Client’s goods from the Place of Dispatch to the Place of Delivery in the agreed manner to the Recipient, should the Place of Delivery have the same address as one of the Pick up Points in the Czech Republic and the Client undertakes to pay the Forwarding Agent a reward.

If the Forwarding Agent arranges the transport of the Client’s goods, additional conditions of the transportation applies under the conditions of the carrier to whom the Consignment is forwarded according to the Client’s instructions. In particular, these are the conditions of transportation (i.e. weight and dimension categories, goods excluded from the transportation etc.), the liability of carrier for damage and conditions of warranty claims for services set by the carrier.

2. Parameters of the Consignment

2.1 The Consignments must meet the following requirements:

i. Maximum value of the Consignment and the maximum amount of C.O.D. – 20 000 CZK / 700 EUR (or an equivalent amount in another currency)

ii. Maximum weight of the Consignment – 10 kg material (blood samples and derivatives), medical waste;
Those containing substances that are subject to Act. no. 350/2011 Coll., the chemicals law, and poisons, corrosives, radioactive substances, and gases and liquids in pressure vessels;

Those containing varnishes, paints, adhesives and other liquid substances that can be damaged in transit, or may damage or decrease the value of other Consignments or the equipment of the Forwarding Agent;

Those containing live animals, human or animal remains, biological waste, body parts or organs, medical material (blood samples and derivatives), medical waste;

Those containing items and substances that are sensitive to changes in temperature and quickly perishable goods such as food, live plants, objects and substances having these characteristics;

Those containing perishable goods or goods easily damaged, fragile, with liquid contents and goods which require special protective measures or which it is necessary to handle in a specific manner;

Those containing items and substances that with regard to their nature require specific storage space adjustments or special conditions during transportation according to current regulations or specific circumstances;

Those whose nature, content, external appearance, characteristics, method of sending or possession is in conflict with the law of the Czech Republic and is therefore illegal or prohibited, particularly with regard to the safety of persons, public order and the rights of third parties;

Those exceeding the maximum parameters of the Consignment stated in Article 2.1 of the Conditions; if the Forwarding Agent expressly approves in writing the acceptance of such a Consignment, the Client undertakes to pay a surcharge to the remuneration of the Forwarding Agent according to the current Price List;

Irregularly-shaped Consignments (i.e. not a uniform entity such as a block or cube) including packaging. Several packets or boxes joined together are considered as one Consignment.

2.3 The Forwarding Agent shall not be obliged to accept Consignments that do not meet the requirements stated in Article 2.1 of the Conditions, or that are excluded from transportation under Article 2.2 of the Conditions.

2.4 The Client hereby undertakes to pay to the Forwarding Agent a contractual penalty for each Consignment which they hand over to the Forwarding Agent for carriage abroad that does not meet the requirements stated in Article 2.1 of the Conditions, and/or oversized Contingents or that is excluded from transportation in accordance with Article 2.2 of the Conditions. The amount of the contractual penalty is listed in the Price List.

2.5 The Forwarding Agent has the right to withdraw from the Forwarding Contract with the Client if the Client hands over to the Forwarding Agent for transportation within one calendar month more than 2% of Consignments that do not meet the requirements stated in Article 2.1 of the Conditions or that are excluded from transportation under Article 2.2 of the Conditions.
2.6 If the Client hands over to the Forwarding Agent a Consignment that meets the conditions according to 2.1 or is excluded as per Article 2.2, no contract is concluded between the Forwarding Agent and the Client and the Forwarding Agent therefore holds no responsibility for any damage incurred in connection with the Consignment. In that case, the Client must reimburse the Forwarding Agent for the caused damage (in particular for all costs incurred by the Forwarding Agent and any incurred damage).

2.7 The Client must package the Consignment in a solid and appropriate cover and simultaneously infill and thicken the inside of the Consignment to prevent damage by movement, manipulation and storage. Zásilkovna shall be responsible only for refraining from damaging the cover and expressly not for the contents of the Consignment.

Transport covers (boxes, envelopes etc.) have to be secured by the Client (e.g. with tape) to prevent opening.

3. Acceptance of the Consignment by the Forwarding Agent

3.1 The Client enters electronic data pertaining to the Consignment in the Information System and then prints out a list of Consignments for transportation (hereinafter referred to as a “Delivery Note”).

3.2 The Client hands over the Consignment to the Forwarding Agent at the Place of Dispatch. The Forwarding Agent confirms the acceptance of the Consignment on the Delivery Note. If the Delivery Note is not confirmed, any subsequent complaints about the acceptance of Consignments at the Place of Dispatch shall be disregarded. The consignment is submitted only by a confirmation of receipt of the Consignment in the Information System. If the Client hands over a Consignment to the Forwarding Agent through a third party, then the risk of damage passes to the Forwarding Agent only when the Consignment is actually taken over at the Place of Dispatch.

The list of possible Places of Dispatch is given in the Information System, it can be:

The business premises of the Forwarding Agent; or

ii. A Pick up Point established as a place for submitting Consignments; or

iii. the address or location of the automated robotic dispensing system; or

iv. A place determined by the Client (e.g. warehouse, shop) on the basis of a prior agreement with the Forwarding Agent.

3.3 The Client must enter in the Information System correct, complete and comprehensible data identifying themselves, the Recipient, the Place of Delivery and data regarding the Consignment. The data considered necessary for the identification of persons consists of information on the forename, the surname, the date of birth or birth number (i.e. national identification number) and place of residence; for businesses, the registered office and identification number (IČ).
The Client must provide, in particular, the following information:

Identification of the Recipient of the Consignment, including telephone contact or e-mail

Determination of the amount of C.O.D. in the case of a C.O.D Consignment and labelling of the Consignment as a C.O.D. Consignment;

iv. Determination of the Consignment's value.

3.4 The Client must mark each Consignment with a label bearing a barcode pursuant to the Rules of Marking Consignments with Labels. The Client shall be responsible for the print quality of the label and the legibility of the barcode. If the Consignment is incorrectly marked with a label and barcode as per the Rules, the Client must pay a surcharge to the price according to the current Price List (hereinafter "Re-labelling of the Consignment").

3.5 The Client must update Pick up Point information automatically on their sales website from Forwarding Agent sources regularly and at least once a day. The Client must pay a contractual penalty as per the Price List should the Client fail to update the list of Pick up Points at least once a day.

3.6 The Forwarding Agent does not guarantee the day or time of delivery of Consignments. Any statements in relation to the date and time of delivery of the Consignments are considered indicative for information purposes only and are not binding for the Forwarding Agent.

4. The Collection of the Consignment by the Recipient

4.1 Places of Delivery are:

The Forwarding Agent's Pick up Points, or

the address or location of the automated robotic dispensing system; or

Other specific addresses.

4.2 The Recipient is entitled to collect the Consignment during dispensing point office hours, generally within 7 calendar days of notification regarding the Consignment's storage. It is possible to prolong the storage time of the Consignment for pick-up in the Application. The Forwarding Agent is within 1st October to 30th January entitled to unilaterally shorten the time for collecting the Consignment for at least 5 calendar days without the possibility of extension. The notice of such shortening of the time for collecting the Consignments is to be notified to the Client at least one week in advance.

4.3 The Recipient shall be notified about the storage of the Consignment at least via e-mail and at least by one other way: SMS, or notification via the Application, Facebook, Messenger or other appropriate service enabling delivery control. This information includes a password for the identification of the Recipient when collecting the Consignment.
4.4 The Consignment shall be handed over to the Recipient or their delegate after meeting the following requirements:

i. The Recipient proves their identity through knowledge of the password and/or ID, and

ii. In the case of a C.O.D. Consignment, the Consignment shall be handed over to the Recipient only after the payment of the full amount of C.O.D.

4.5 If the Consignment is not collected by the Recipient or the Recipient (after C.O.D. payment and unpacking the Consignment at the Pick up Point) refuses to accept it (hereinafter referred to as a “Returned Item”) the Consignment shall be returned to the Client:

i. Either at the Pick up Point that the Client has selected in the Information System as one for collecting Returned Items; if so, the Client must collect the Returned Item within 7 days of notification of the delivery of the Returned Item at the Pick up Point; or

ii. In the process of gathering Consignments, if the Forwarding Agent provides the gathering of the Consignments on the basis of an agreement with the Client.

4.6 If the Returned Item cannot be returned to the Client in accordance with Article 4.5 of the Conditions, the Forwarding Agent shall provide storage of the Consignment for a maximum period of a further 21 days. The storage of the Consignment is chargeable according to the Price List. During the storage of the Consignment the Forwarding Agent can arrange another attempt (or attempts) to return the Consignment to the Client. However, the storage period of the Consignment is neither stopped nor suspended by doing so.

4.7 The Forwarding Agent is authorized to open the Consignment if:

i. It cannot be handed over to the Recipient and at the same it cannot be returned or should not be returned to the Client according to the contract;

ii. There is reasonable suspicion that it contains an item that is according to the Conditions considered to be dangerous; an item that the Forwarding Agent is not allowed to hand over; or an item that is otherwise excluded from transport;

iii. It has been damaged;

iv. There is reasonable concern that damage has occurred, or that it could occur prior to handover to the Recipient; or

v. It is necessary in order to meet the obligations imposed on the Forwarding Agent by special legal regulations.

The Forwarding Agent shall not be authorized to open any Consignment for which it is evident from its external appearance that it is, under an international agreement which is part of Czech law, untouchable.
The Forwarding Agent must inform the Recipient of the opening of the Consignment at the handover or inform the Client when returning the Consignment. When opened, the contents of the Consignment may be inspected only to the extent necessary to ensure the purpose of the inspection. While opening, appropriate care must be taken to protect such items as protected by special legal regulations; and postal secrecy and privacy of correspondence must also be ensured.

4.8 After the expiration of the storage period of the Consignment, the Forwarding Agent is entitled to sell the Consignment if:

i. it is neither possible to hand it over to the Recipient nor to return it to the Client, or

ii. there is reasonable concern that the contents of the Consignment shall have degraded by the time of handover at the place of hand over.

A Consignment or its content may not be sold if so is excluded by legal regulations.

If possible, the Forwarding Agent shall disburse to the Client the proceeds from the sale after subtracting storage costs, selling costs and unpaid parts of remuneration of the Forwarding Agent (hereinafter referred to as the “Net profit”). If the Net profit is not disbursed, the Client has the right to request payment within a period of 1 year from the date of handover of the Consignment to the Forwarding Agent; after expiration of this period the right to payment of the Net profit lapses and the Net profit then passes to the Forwarding Agent.

4.9 If a Consignment that cannot be handed over to the Recipient and at the same time cannot be returned to the Client is not sold after the expiration of the storage period, then the Forwarding Agent shall destroy it after a period of 30 days expires. Within the same period the Forwarding Agent is entitled to destroy a Consignment with partially or entirely damaged contents. The Forwarding Agent is entitled to destroy a Consignment or its part before the arranged period, if so required for health and safety purposes.

4.10 The Client must pay to the Forwarding Agent the costs of the disposal of the Consignment.

5. C.O.D. Consignments

5.1 The Client shall highlight in the Information System and on the Delivery Note if the Forwarding Agent should collect C.O.D. when handing over the Consignment.

5.2 The C.O.D. shall be collected in the currency of the country which is the Place of Delivery of the Consignment.

5.3 The C.O.D. shall be disbursed to the Client in the same currency as it was collected from the Recipient. In the Information System, the Client is entitled to select that the C.O.D. collected in a foreign currency shall be disbursed to them in CZK or in another currency according to the options in the Information System. One annex of the Conditions consists of the Currency Conversion Rules.
5.4 In the case of a C.O.D. Consignment, the Forwarding Agent shall collect C.O.D. from the Recipient according to the Client's instructions and send the collected C.O.D. to a bank account determined by the Client. If Forwarding Agent registers any debts of the Client on the day of collection of the C.O.D from the Recipient, Forwarding Agent is entitled to withhold payment of the C.O.D. to the Client until full payment of such debts, even in the form of unilateral offsetting of mutual receivables according to Article 5.5. of Conditions.

C.O.D. collected in the Czech and Slovak Republics shall be sent to the Client within a period of ten (10) working days from the date of receipt of C.O.D. from the Recipient, should C.O.D. be sent to the Client’s bank account in the country in which the C.O.D was collected and

C.O.D collected in any country other than the Czech Republic and the Slovak Republic shall be sent to Client's bank account within fifteen (15) working days of the day of collection of C.O.D. from the Recipient. In the same time period C.O.D shall be sent to a bank account in a country other than that in which C.O.D. was collected.

If the C.O.D. amount is deducted from the Forwarding Agent’s account and credited to an account determined by the Client within this period, the Forwarding Agent shall not be in default.

5.5 The Forwarding Agent is entitled to unilaterally include in the C.O.D. payment its due and undue receivables from the Client. Performed inclusions and remitted C.O.D payments shall be accounted. The clearance may be annexed to the tax document (invoice).

5.6 The entire costs and fees (if any) connected to bank transactions and C.O.D. transfers shall be covered by the Client.

5.7 C.O.D. can be paid by the Recipient in cash. Should the Client not ban payment of C.O.D. by card in the Information System, it is possible for the Recipient to pay C.O.D. via an acceptable card. The option of card payment is available in selected Pick up points. The fee from C.O.D. payment by card shall be paid by the Client as per the Price List. Other conditions valid for C.O.D. payment by card are stated in an attachment to these Conditions. The prohibition of C.O.D payment by card becomes valid no later than the tenth day after its implementation in the Information System.

6. Remuneration of the Forwarding Agent

6.1 The Client undertakes to pay remuneration to the Forwarding Agent for arranging transport and other services connected with the transport, including payment of stipulated costs. The amount of remuneration of the Forwarding Agent for arranging the transport and other services shall be determined by the current Price List. The decisive criteria for the amount of the remuneration shall be, in particular, the type of chosen and agreed service, parameters and/or dimensions of the Consignment, the Place of Dispatch and the Place of Delivery.

6.2 The Client undertakes to pay the Forwarding Agent remuneration for all operations, including additional and above-standard services, surcharges and other services ordered by the Client in an amount according
to the current Price List. Should the Client not state the parameters and weight of a Consignment, the Forwarding Agent shall estimate for remuneration the Consignment’s critical parameters.

6.3 The Client, in addition to the remuneration for arranging transport of the Consignment, shall pay to the Forwarding Agent additional remuneration, particularly for the following items:

i. remuneration for the collection of C.O.D, which also arises from a Returned Item;

ii. surcharge for customs services (if used by the Client);

iii. other surcharges for additional services;

iv. remuneration for above-standard actions necessary for reasons arising from the Client: e.g. repeated (third or more) delivery of the Consignment to the Recipient, its storage, return of undeliverable Consignments, Consignment disposal, arranging the transport of oversized or overweight Consignments, etc.

v. remuneration for each C.O.D. collection transaction paid by card, in the form of a fee from each card transaction, as determined in the Price List.

6.4 The Client undertakes to pay the Forwarding Agent’s following costs connected with the arrangement of the transportation of the Consignment:

i. fuel surcharge: the amount of fuel surcharge expressed as a percentage of the remuneration for arranging the transport without VAT shall be published every month on the websites of the Forwarding Agent. The fuel surcharge differs for domestic and international road transportation;

ii. toll: the amount of toll expressed as a percentage of the remuneration for arranging the transport without VAT shall be published every month on the websites of the Forwarding Agent;

iii. exchange rate surcharge.

6.5 The fuel surcharge and toll shall be listed on each remuneration statement separately. They shall account for all services that are directly connected with arranging the transportation. Surcharges do not account for services such as C.O.D. collection or services related to customs clearance.

6.6 For the Returned Item is the Client obliged to pay the full price for the delivered Consignment, regardless of whether it is a Consignment with C.O.D or without

6.7 The Forwarding Agent is entitled to the payment of remuneration (including all related items, e.g. C.O.D. collection) upon handing over of the Consignment at the Place of Dispatch. The price is mature by handing over the Consignment at the Place of Dispatch.
The price statement is specified in the Information System and may also be attached to the invoice. The invoice serves only for the purposes of the accounting document according to the Accounting Act and does not stipulate a new maturity of the Forwarding Agent's right to the price.

6.8 The Forwarding Agent reserves the right to unilateral changes of the prices in the Price List. In the case of changes to prices in the Price List the Forwarding Agent must announce this change in the client section of the Information System at least 14 calendar days before the date the new Price List comes into force.

6.9 The Client expresses their agreement with the Conditions and Price List by inserting electronic data about the Consignment in the Information System.

6.10 The Client agrees to the possibility of electronic invoicing; an electronic invoice shall be sent to the e-mail address stated by the Client.

6.11 If the Client is in default with the payment of remuneration to the Forwarding Agent, the Client undertakes to pay the Forwarding Agent a contractual penalty: 0.05% of the sum owed for each day of default.

6.12 If the Client is in default with the payment of remuneration for any kind of service, the Forwarding Agent has the right to demand payment for other services in cash or in advance from the Client, even if the individual contract says otherwise.

6.13 The Forwarding Agent holds a lien on the Consignment if he still has the Consignment, or if he possesses documents that authorize him to handle the Consignment, to secure the debts of the Client arising from all Forwarding Contracts concluded with the Client. If the remuneration is not disbursed to the Forwarding Agent even within the additional period determined in the request for payment, the Forwarding Agent has the right to satisfy his receivables from the proceeds of the sale of the pledge.

6.14 Should the Forwarding Agent incorrectly invoice the Client for ordered services, the Client shall notify the Forwarding Agent of this fact, specifying the inaccuracy, no later than 30 days from the delivery of such an invoice. Should the Client fail to do so, the statement in the invoice shall be considered impeccable and the Forwarding Agent shall become entitled to the payment of the price for provided services in accordance with the invoice delivered. If the statement in the invoice has been deemed incorrect, the Forwarding Agent shall issue a corrected invoice.

7. The Responsibility of the Forwarding Agent and the Client for damage

7.1 The Forwarding Agent is liable to the Client for damage caused as a result of loss, damage or loss of the contents of the Consignment during the procurement of transport (while proving damage and/or destruction of the Consignment’s packaging).

The Forwarding Agent is not liable to the Client for damage during transport of the Consignment provided by a third party - the carrier (ie from the moment the Consignment is handed over to the carrier for transport until delivery of the Consignment by the carrier to the Place of Delivery), the carrier is liable events in connection with the transport of the Shipment.
7.2 The Forwarding Agent is liable for damage caused to the Consignment, particularly only for real damage caused to the Consignment during the transportation, not for any other damage; he shall not be liable for the lost profits of the Client, sanctions for delay, contractual penalties, fines, demands of third parties, or any liabilities incurred by the Client towards third parties or any other subsequent damages. If the Recipient or the Client is in delay with the take-over of the Consignment, the risk of damage passes to the Recipient or the Client at the moment such delay begins.

7.3 'Real damage' means the amount of money by which the value of the Consignment has been reduced. The value of the Consignment is determined by the acquisition price of the item which constitutes the contents of the Consignment.

7.4 Pursuant to Article 2.2 of the Conditions, the Forwarding Agent shall be responsible for real damage caused to the Consignment only up to the amount of 20,000 CZK (in words: twenty thousand Czech crowns).

7.5 The Forwarding Agent shall not be liable for damage incurred to the Consignment in the period from handing over of the Consignment from the Client to its take over by the Recipient, should such damage be caused by:

i. The Client, the Recipient, the owner of the Consignment, the carrier or a person who handled the Consignment before its handover at the Place of Dispatch;

ii. any defect of the Consignment, either in its innate nature or by its normal decrease;

iii. defective or insufficient Consignment packaging, or inappropriate manner of packaging;

iv. the Client handing over to the Forwarding Agent for transportation any Consignment that is excluded in accordance with Article 2.2 of the Conditions;

v. incomplete, incorrect or misleading information from the Client about the contents and nature of the Consignment.

7.6 The Client shall be responsible for damage caused by any Consignment or its contents which the Client has handed over to the Forwarding Agent. The Client shall also be responsible for such damage caused to third parties.

7.7 The Forwarding Agent shall not be obliged to insure the Consignment. This obligation can be arranged only through a separate contract between the Forwarding Agent and the Client.

8. Compensation for Damage

8.1 The Client shall be entitled to make a claim for compensation for damage in accordance with Article 7. The Client can make this claim to the Forwarding Agent in case of damage to the Consignment by e-mail to the address reklamace@zasilkovna.cz, or by filling out the form at www.zasilkovna.cz/reklamace, but
not later than two (2) calendar days from the receipt of the Consignment by the Recipient or the Client. The Client is obliged to file a claim for the loss of the Consignment within three months from receipt of the Consignment by the Forwarding Agent. Otherwise, the right to claim damages lapses.

i. Damage means a change in condition, i.e. change of quality, size, structure, stability, composition of the items forming the Consignment, that can be repaired; or such change of condition that cannot be repaired but despite which the item is still usable for its original purpose.

ii. Destruction means such a change of condition of the item forming the Consignment that cannot be repaired and which prevents the item being used for its original purpose.

8.2 The damage consists in:

i. In the case of damage to the Consignment, the adequate costs of repairs that are necessary to restore the Consignment to its original state, including the costs of assembling and dismantling the item. From these costs shall be subtracted the price of marketable and usable residues of the replaced parts. If a damaged Consignment is not repaired but is usable for its original purpose, the Client has the right to claim damages in the amount of the difference between the value of the Consignment before and after the damage. The value of a damaged Consignment is the amount determined by an expert review, or alternatively the net proceeds from the sale of the damaged Consignment, if the Client agrees with the sale.

ii. In the case of the destruction or loss of the Consignment, the real value of the Consignment at the time of the receipt of the Consignment by the Forwarding Agent, alternatively of its parts, if only its parts are destroyed or go missing. The real value of the Consignment shall be the acquisition price of the item that forms the content of the Consignment. The amount of damage shall be demonstrated by a taxation document or an invoice. The damage shall be applied without VAT unless the Client is not registered for VAT or when the damage is removed by repairing the item that forms the contents of the Consignment.

iii. In the case of damage incurred by a used or old item which was the content of the Consignment, the real value shall be appointed according to the age of the damaged article and its consumption and amortization to the day of Consignment take-over in the place of transport. The Forwarding Agent shall not be responsible for damage that exceeds the amount determined in this way.

8.3 The Client must ensure that the Recipient, or a person entitled to act on behalf of the Recipient, checks the Consignment at handover and in the case of obvious and visible damage to the packaging of the Consignment reports such damage and losses to the Forwarding Agent. Once the Consignment has left the dispensing point it shall no longer be possible to claim any responsibility for the damage whatsoever. The Forwarding Agent must be informed immediately in writing about the scope of damage or loss of the contents of the Consignment upon discovery of such damage. Further handling of the damaged Consignment must be carried out in accordance with the Forwarding Agent’s instructions.

8.4 The Client must enable the Forwarding Agent to personally and physically check the scope of damage. For these reasons, the Client must ensure that there is no manipulation whatsoever of the Consignment, in order to maintain the original state of the packaging of the Consignment in which the Consignment was
delivered. For the same reason, disposal of the Consignment or moving the Consignment to another place without the Forwarding Agent’s permission is forbidden.

8.5 If the Client fails to meet the obligations stated in Articles 8 and 9 of the Conditions, it shall be deemed that damage incurred by the Consignment for which the Forwarding Agent is responsible has not arisen.

8.6 Compensation for damages also reimburses the price of services provided by the Forwarding Agent.

9. Claiming compensation for damage

9.1 The Client shall file claims about the Forwarding Agent’s services and claim damages directly at the Forwarding Agent. If the Recipient files claims about the Forwarding Agent’s services and claims damages, the Forwarding Agent shall evaluate their claims as if they were made by the Client.

9.2 In order to properly claim compensation for damage, the Client shall enclose, no later than 14 days from the delivery of the Consignment, in particular, the following documents, otherwise their claim cannot be taken into account and shall not be considered to have been claimed properly and in due time:

i. The certificate of the acquisition price of the Consignment (its contents);

ii. The expert assessment of the service centre, repair shop or any other person who has performed repairs to the Consignment, in the case that the Consignment has been repaired after the event of damage, or if the circumstances of such event required so;

iii. Accompanying documents of the Consignment (taxation documents, delivery note);

iv. Photo-documentation of damaged Consignments and those with partial loss; the photo-documentation presented to the Forwarding Agent must contain both photos of the packaging and the contents of the Consignment so that it would be possible to evaluate whether there was a casual link between the damage incurred by the Consignment and the damage to the packaging;

v. The Delivery note.

9.3 The Forwarding Agent must express their view on the claim for compensation no later than 30 days from the date on which the claim has been made. This period is extended by the period equivalent to that for which the authorized person has not provided to the Forwarding Agent all required materials stated in Article 9.2 of the Conditions. Likewise, should handling complaints require any materials from prosecuting authorities, insurance companies or any other authority or institution, the period for handling complaints does not start until the Forwarding Agent receives such materials from the appropriate authorities.

9.4 If the basis for determining the value of damaged or missing contents of a Consignment is a taxation document in a foreign currency, the amount stated on this document is converted according to the exchange rate announced by the Czech National Bank valid on the day when the Forwarding Agent accepted the Consignment.
9.5 If the Client cannot prove any damage to the packaging of the Consignment, then any claim for compensation concerning partial loss of contents of the Consignment or damage to the Consignment and its parts cannot be taken into account.

9.6 The Client shall not be entitled to set off the right to claim damages against the right of the Forwarding Agent to claim the payment of the price for forwarding services provided.

9.7 If claiming compensation for a lost Consignment, the Client must notify the Forwarding Agent about the loss of the Consignment in accordance with Article 8.1 of the Conditions. The Client must support their claim with a sworn statement by the Recipient of the Consignment, on which the Recipient confirms by their signature that the Consignment in question has not been delivered. The sworn statement must include above all the data about the Recipient (name, surname) and the number of the undelivered Consignment.

9.8 In the event that a missing Consignment, or its part, is found, then the right of the Client to claim damages regarding the Consignment is considered to be reimbursed at the moment the Client or the Recipient gets the opportunity to handle the Consignment. If the Consignment was found by the Client or the Recipient, the Client must inform the Forwarding Agent of this fact immediately and if the Client has been compensated for the damage, the Client must return this paid amount to the Forwarding Agent.

9.9 If the Forwarding Agent approves the claim for compensation for damage in the case of a damaged Consignment, as well as the reimbursement of the full value of damaged goods in accordance with Article 8.2 (ii) of the Conditions, the Client must turn in to the Forwarding Agent the damaged goods which have been the subject of the complaint. The Client must turn in the damaged goods to the Forwarding Agent no later than 2 working days after the Forwarding Agent's notification of the approval of the damage claim.

9.10 In the case of an unjust claim for damages, the Forwarding Agent has the right to claim from the Client reimbursement of the actual costs incurred by the Forwarding Agent on the basis of the Client's unjust claim.

9.11 All rights to compensation for damage incurred to the Consignment towards the Forwarding Agent expire after three months from handing over of the Consignment at the Place of Dispatch.

9.12 The Client must issue an invoice for any damage incurred by a Consignment to the Forwarding Agent within 30 days of the recognition of the damage by the Forwarding Agent.

10. Information about processing personal data

Zásilkovna (hereinafter the “Administrator”) together with Zásielkovňa s. r. o., registered office Kopčianska 3954/39, Bratislava - Petržalka 851 01, Slovakia, IČ: 48 136 999, Przesyłkownia Sp. z o.o., registered office Kudowie Zdrój, ul. Główna 59, Poland, DIČ: 8831858623, Csomagküldő.hu Kft., registered office Vízimolnár utca 10. 6. em. 54.1031 Budapest, Hungary, DIČ: HU25140550, COLETARIA PAKETA GRUP SRL, registered office Str.Mihai Eminescu nr.38, Corp A, 010515 Bucharest, Romania, IČ: 38132017, Packeta Logistics and Fulfillment GmbH, registered office Chopinstr. 21, 02763 Zittau, Germany, DIČ: DE311123303 as joint administrators (hereinafter the “Joint Administrators”) process as part of their work within the meaning of
Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general regulation on the protection of personal data) (hereinafter the "Regulation") Senders’ following personal data:

• individuals: name and surname, address, bank account number, e-mail address, telephone number;

• companies: name and surname of contact persons, telephone number of contact persons, e-mail address of contact persons, name of the company, business web address, e-mail address of the company, billing address, ID, VAT ID, bank account number.

10.2. The above personal data must be processed for the purpose of identifying contracting parties, for the performance of the contract, for contractual evidence and the possible future exercise and protection of the rights of contracting parties.

Such processing is in compliance with:

• Article 6 (1) (b) of the Regulation - processing necessary for the performance of the contract and

• Article 6 (1) (f) of the Regulation - processing necessary for the purposes of the legitimate interests of the administrator or third party.

10.3. Personal data will be processed by Zásilkovna and the Joint Administrators for the above purposes throughout the duration of the contractual relationship and for 10 years after the termination of the contractual relationship, unless other legislation requires the preservation of contractual documentation for a longer period.

10.4. If a Sender wishes, Zásilkovna will send commercial communication to the e-mail address of contact persons, as this procedure is in compliance with § 7 (3) Act no. 480/2004 Sb., on Information Society services. This commercial communication shall only relate to similar goods or services and can be withdrawn simply at any time by sending a letter to the Zásilkovna contact address, sending an e-mail to privacy@zasilkovna.cz or by clicking on the link in commercial communication. For the purpose of such a withdrawal the e-mail address will be kept by Zásilkovna for 3 years from the conclusion of the last contract between contracting parties.

10.5. The processing of personal data is performed mainly by Zásilkovna and the Joint Administrators; however, the following processors or third parties may also process such data:

• Provider of the Informational System of packeta s.r.o., IČ: 03672395;

• Provider of Pohoda accounting software;

• and other possible providers of processing software, services, and applications not presently used by Zásilkovna or the Joint Administrators.

10.6. Senders are entitled under the Regulation and by the agreement of the Joint Administrators to:
• demand information regarding which personal data of a Sender Zásilkovna is processing,
• request Zásilkovna for access to this data and have it deleted or updated or corrected or demand restriction of the processing,
• require Zásilkovna to delete the personal data; Zásilkovna will do so unless contrary to legislation or the legitimate interests of Zásilkovna,
• effective judicial protection if the Sender considers his rights under the Regulation have been violated due to processing contrary to the Regulation,
• portability of the data,
• demand a copy of processed personal data,
• file a complaint with the Personal Data Protection Office,
• make an objection against unjustified processing by Zásilkovna.

10.7. The rights and duties of contracting parties in the processing of Recipients’ personal data are regulated by the Contract on Processing of Personal data that forms an attachment to these Terms and Conditions.

11. Client section of the Information System
11.1 The Information System includes a client section, which keeps a record of the contractual relations between the Client and the Forwarding Agent. The Client is entitled to independently enter, correct and modify data pertaining to the Client.
11.2 The Forwarding Agent shall be responsible for preserving the security of the assigned access information. The Forwarding Agent may neither release the access information to anybody nor facilitate a breach by a third party.
11.3 The Client is obliged to protect the identification and authentication data for access to the client section of the Information System against access by unauthorized persons and against their misuse. The Client is obliged to immediately inform the Forwarding Agent about the breach of protection and possible misuse of this data and to arrange a change of this data. The Client is responsible for the breach of this obligation and for the misuse of the identification data.
11.4 The Forwarding Agent and the Client hereby declare and make indisputable that the Information System and the Application meet the conditions of Section 562 paragraph 2 of Act No. 89/2012 Coll., The Civil Code, ie that the recording of the data in the Information System and its database as an electronic system are reliable and are carried out systematically and sequentially and are protected against changes. Upon registration to the Information System the Client shall provide the required information.

12 The extrajudicial settlement of consumer disputes
12.1 In the event that a dispute arises between the Forwarding Agent and the consumer regarding a Forwarding Contract which cannot be resolved by the mutual agreement of both parties the consumer may file a petition for the extrajudicial resolution of such a dispute to the designated authority for the extrajudicial resolution of consumer disputes.
In the case of disputes concerning postal services provided by the Forwarding Agent on the basis of Certificate No. 20, the designated authority is the Czech Telecommunication Office, Sokolovská 219, 190 00 Prague 9, website: www.ctu.cz/ochrana-spotrebitele

For all other cases, the designated authority is the Czech Trade Inspection Authority, General Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: www.adr.coi.cz.

13. Final provisions

13.1 The contracting parties explicitly agree that all legal relations between them shall be governed by the laws of the Czech Republic.

13.2 Items of correspondence sent in the form of registered mail shall be deemed to have been delivered on the fifth day after they were handed over to the postal service provider for delivery to the other contracting party.

13.3 If any provision of the Conditions or any part thereof is held to be invalid for any reason whatsoever, it shall be deemed omitted. This does not affect the validity of the remaining parts of the Conditions.

13.4 These Conditions, including all attachments, are made available to the Client on the www.zasilkovna.cz website. The Forwarding Agent is entitled to make changes to the Conditions, including attachments, and in such a case they are obliged to inform and acquaint the Client of such changes via their www.zasilkovna.cz website in good time and no less than one month before the effective date of such a change. The Client must follow the above websites sufficiently and frequently to familiarize themselves with changes and if they do not agree with any of the published changes they are entitled to withdraw from the Contract concluded with the Forwarding Agent in writing in the manner described above before the effective date of such a change; otherwise it is considered that he has become acquainted with all changes and agrees with them and is bound by them from their effective date.

13.5 Legal relationships not governed by these Conditions are governed by the Civil Code (Act no. 89/2012 Coll.), as amended and appropriately by Act No. 29/2000 Coll., on postal services, as amended.

13.6 These Conditions meet the requirements of postal conditions according to Act No. 29/2000 Coll., on postal services, as amended.