Balíkovna

(Balíkovna, Balíkovna na adresu, Balíkovna plus)

Opening provisions

- Balíkovna is a postal service provided by Česká pošta, s.p. (hereinafter referred to as "the Company") under the Act No. 29/2000 Coll., on postal services and on amendment to certain related acts ("the Postal Service Act"). The subjectmatter of the service is delivery of consignments posted in accordance with these Terms and Conditions ("consignment(s)") in the manner described hereinafter. The Postal Terms and Conditions of Česká pošta, s.p. – Basic Postal Services (hereinafter referred to as "the Basic Postal Terms and Conditions") apply accordingly to matters which are not regulated by these Terms and Conditions.
- 2. The Company accepts consignments under a previously signed Agreement on the Conditions for Posting Consignments or by an order placed through an application designated for the purpose. The Company accepts consignments at the time designated by the Company and at the place specified in the previously signed Agreement or, in the case of an order placed through an application designated for the purpose, at the locations of the Company or its contractual partners (hereinafter referred to as "post offices") designated by the Company, in a Balíkovna or box or, in the case of Balíkovna plus consignments, through its authorised employees at the place agreed in writing with the sender (hereinafter referred to as "pickup") or at the designated location of the Company. Consignments may only be addressed to the post offices designated by the Company, to Balíkovna locations or to boxes or to the address of a natural person or legal entity (hereinafter referred to as "Balíkovna na adresu" and "Balíkovna plus"). A Balíkovna means an external pickup and/or drop-off location operated by a partner of the Company and labelled as Balíkovna. A box means an external pickup or dropoff location with self-service technology operated by a partner of the Company and labelled as Balíkovna. Balíkovna locations and boxes are not

post offices in the meaning of Art. 1 of the Basic Postal Terms and Conditions. Information on post offices, Balíkovna locations and boxes to which consignments can be addressed is available on the Company's website (www.ceskaposta.cz or www.balikovna.cz), on request at any post office, or by calling 218 218 218.

Consignments from 31.5 kg to 50 kg (hereinafter 3. referred to as "consignment(s) over 31.5 kg") will only be accepted by the Company under a previously made Agreement on the Conditions for Posting Consignments at an authorised location. Consignments weighing more than 20 kg may only be posted after a prior agreement with the post office. Information on post offices and authorised locations which accept consignments is available on the Company's website (www.ceskaposta.cz), on request at any post office, or by calling 218 218 218.

Content of consignments

- 4. Consignments may contain things whose value does not exceed CZK 50,000, or CZK 100,000 in the case of Balíkovna plus consignments. This does not apply in the case of a special agreement under Art. 32. Consignments must not contain any object specified in Art. 2(2) of the Postal Terms and Conditions of Česká pošta, s.p. Any object specified in Art. 2(3) of the Basic Postal Terms and Conditions may be contained if the conditions specified in this Article are complied with. This also applies to consignments submitted in accordance with Art. 36 (hereinafter referred to as "Balíkovna Return of Goods").
- Money, activated payment cards and other means of payment; vouchers for goods or services; bills of exchange, cheques and other securities; objects of cultural, artistic or collectible value regardless of

their age and price; jewellery,¹ precious stones, precious metals and products made of them; and other similarly valuable objects worth more than CZK 5,000 may be contained in a consignment only if the additional service "Insured Consignment" has been selected.

6. If an agreement has been made in writing prior to the sending of a consignment, the consignment may also contain unwrapped tyres if the agreed conditions are complied with.

Packaging of consignments

7. Consignments must be packed in the manner specified in Art. 3 of the Basic Postal Terms and Conditions. Consignments must be shaped as a cube, cuboid, or cylinder, must be packed in solid material (such as cardboard paper, strong envelope, strong plastic bag intended for transportation), and the content must be secured against movement, with the exception of content specified in Art. 6.

Service description

- 8. Consignments will be posted against confirmation by the Company.
- 9. Balíkovna na adresu consignments, Balíkovna plus consignments and consignments delivered at a post office will be delivered by the Company if the recipient confirms the receipt or produces the identification code specified in Art. 53; the Company may deliver Balíkovna na adresu or Balíkovna plus consignments in a manner agreed with the addressee in the meaning of Art. 56(c) and (d). Consignments addressed to a Balíkovna location will only be delivered by the Company if the recipient produces the identification code specified in Art. 54. Consignments addressed to a box will only be delivered by the Company if the recipient has paid the COD amount (if any) and produces the identification code specified in Art. 55.
- 10. The consignment will be deposited and made ready for pickup at the post office, in a Balíkovna location or box whose postcode is included in the address on the consignment. The Balíkovna consignment may be ready for pickup in another suitable

Balíkovna or box, or deposited at a post office if the selected post office, Balíkovna or box is unavailable, the capacity of the Balíkovna or box overloaded, and/or for other serious operational reasons. If an attempt to deliver a Balíkovna na adresu or Balíkovna plus consignment fails, the consignment may be deposited in a box, Balíkovna, or post office selected by the Company. Consignments may only be deposited in a box or Balíkovna if they comply with the following conditions:

- a) Maximum weight of 15 kg;
- b) Maximum dimension of 50 cm;
- c) Maximum declared value or COD Remittance / No-Card COD Amount of CZK 50,000;
- d) No additional service specified in Art. 24, 28, 29, 31, 34;
- e) No signs of damage.
- 11. An attempt at delivery of a Balíkovna na adresu consignment at the place given in the postal address is usually made by the Company the next working day after posting. This does not apply to situations specified in Art. 20.
- 12. The standard collection time to pick up a deposited consignment is 7 days from the day when the consignment was made ready for pickup. The standard collection time to pick up a consignment deposited at a box is 7 a.m. on the working day next to the day when the consignment was deposited at the box. These time limits also apply to consignments redirected to a Balíkovna or box in accordance with Art. 10.
- The weight of a consignment may not exceed 15 kg; the maximum permissible weight of a Balíkovna plus consignment is 50 kg. The weight is determined upon posting with a minimum accuracy of 100 g.
- 14. The minimum consignment dimensions are 15 cm x 10.5 cm; a cylindrical-shaped consignment is acceptable provided its minimum length is 15 cm and its minimum diameter is 3.5 cm. The dimensions of a consignment posted on the basis of an order placed through an application designated for the purpose and maximum consignment dimensions for Balíkovna – Return of Goods and Balíkovna plus must not exceed the length of 50 cm, the width of 50 cm, and the height

¹Regardless of the used material, jewellery includes any decorative object intended to be worn on the body or clothes.

of 50 cm; the dimensions of a consignment posted under a written Agreement on the Conditions for Posting Consignments must not exceed the length of 70 cm, the width of 50 cm, and the height of 50 cm; the longest dimension of a consignment addressed to a box must not exceed 50 cm.

None of the dimensions of a Balíkovna plus consignment may exceed 200 cm. The sum of the length, width, and height of the consignment may not exceed 300 cm. Consignments with shapes other than rectangular will be assessed accordingly.

- 15. A machine-sortable consignment must comply with all the following parameters:
 - a) Dimensions between 15 cm x 10.5 cm x 1.5 cm and 70 cm x 50 cm x 50 cm,
 - b) Weight between 0.1 kg and 30 kg,
 - c) Not wrapped in black,
 - d) Shaped as a cube or rectangle,
 - e) Strong wrapping, such as a cardboard box, strong envelope, strong plastic bag intended for transportation,
 - f) Content secured against movement.
- 16. A Standard consignment must comply with all the following parameters:
 - a) Maximum dimensions of 120 cm x 60 cm x 60 cm,
 - b) Maximum weight of 31.5 kg,
 - c) Shaped as a cube, rectangle, or cylinder,
 - d) Strong wrapping, such as a cardboard box, strong envelope, strong plastic bag intended for transportation,
 - e) Content secured against movement.
- 17. The Company provides compensation for damage caused by the loss, damage or part loss of the content of the consignment up to the agreed compensation limit (declared value).
- 18. The service will only be provided on condition that the posting data for the consignment contains the addressee's email address and, in the case of senders posting a consignment on the basis of an order placed through an application designated for the purpose, also the addressee's mobile phone number. This service will be provided only if the applicable legal regulations (Regulation (EU) 2016/679 – the General Data Protection Regulation) are complied with. The Company will send to the addressee an electronic notification (email message) to notify him about the posting of the consignment, its preparation for pickup at the

post office, Balíkovna location or box, the date of delivery of Balíkovna na adresu and Balíkovna plus consignments, and the forthcoming end of collection time. The mobile phone number of the addressee and (if applicable) the sender must be provided with the country code in the format +420 or 00420 and it must be an end-user phone number as defined by the legal regulations applicable to communication services; it must not be a phone number with a special rate paid by the caller (including toll-free lines). The condition of forwarding the recipient's e-mail address and mobile phone number according to this point does not have to be fulfilled in the case of the Balíkovna – Return of Goods.

In the case of a Balíkovna plus over 31.5 kg or Balíkovna plus consignment with the additional service B2B Consignment (Deliver to Business), the sender may also provide the Company with the addressee's landline phone number (hereinafter referred to as "landline phone number"). The phone number will only be used to contact the addressee about delivery of the consignment.

- 19. Posting data may only be posted in an electronic format. The posting data for consignments posted by the senders on the basis of an order placed through an application designated for the purpose must be submitted through the application. In the case of a discrepancy between any information contained in the posting data and the information written on the consignment, the information contained in the posting data will always prevail.
- 20. If a Balíkovna plus consignment is posted with the additional service under Art. 30, an attempt at delivery of the consignment at the place given in the postal address will be made within the time limits specified in the Article.

The time limit specified in Art. 30 is also considered complied with if the Company has attempted to deliver the consignment at the place given in the postal address. In the case of failed attempts at delivery and in cases specified in Art. 21 below, the Company will request the addressee to collect the consignment from the relevant post office, Balíkovna or box or has prepared the consignment for pickup from the relevant post office, Balíkovna or box without attempting to deliver the consignment at the place given in the postal address.

The time limit specified in Art. 30 is also considered complied with if the addressee has requested

delivery of the consignment within a longer period of time than the time limit specified in Art. 30 and the Company has attempted to deliver the consignment at the addressee's place within this period of time. If the consignment is posted after the time limit announced by the Company for this purpose, or - in case of the additional service under Art. 30 - if the consignment is posted on a Saturday or Sunday or public holiday, the next working day on which this postal service can be requested at the same post office or with the same authorised employee is considered to be the day of posting for the purposes of setting the time limit for delivery under Art. 30.

- 21. The Company is not obliged to attempt to deliver a Balíkovna na adresu or Balíkovna plus consignment at the place given in the postal address:
 - a) If the declared value of the Balíkovna plus consignment exceeds CZK 150,000;
 - b) If the place of delivery specified in the postal address is not accessible from a public road, the quality of which corresponds to the transportation means used by the individual who makes the delivery;
 - c) If the addressee has consented to it;
 - d) If other obstacles not caused by the Company prevent it; or
 - e) For capacity or other serious operational reasons this exception does not apply to consignments with the additional service under Art. 30.
- 22. If the weight of a Balíkovna plus consignment does not exceed 10 kg and its length does not exceed 50 cm, the sender may ask the Company to handle it with special care in order to minimise the risk of damage due to its standard handling. In such case, the postal service will be provided for an increased price (surcharge for "**Fragile**" consignments).

If the sender requests handling with special care for the consignment and posts it with the additional service under Art. 24, the provision of this service including the specified weight and dimensional limits will apply to each piece of the consignment labelled as "Fragile." The price of the additional service has to be paid for each such piece.

Additional services and sender's instructions

23. The only **additional services and/or instructions** mentioned in Art. 24 to 32 **available to the sender**

of a Balíkovna and Balíkovna na adresu "Cash consignment are on Delivery" ("COD – Remittance" or "No-Card COD") and "Electronic Notification for the Sender." The sender of a Balíkovna plus consignment may select one or more additional services and/or instructions mentioned in Art. 24 to 32. The sender of a Balíkovna plus over 31.5 kg consignment may select one or more additional services and/or instructions mentioned in Art. 24 to 28. Consignments over 31.5 kg may not be redirected to a new address chosen by the addressee.

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24. **"Multiple Piece Consignment"** – If the sender of a Balíkovna plus consignment requests that several separately packed pieces (items), posted at the same time and addressed to the same addressee, be delivered together as one consignment, the consignment must be posted with the additional service "Multiple Piece Consignment." The number of pieces posted as one consignment with the additional service "Multiple Piece Consignment" may not exceed 5.

The sender must mark each piece of the consignment posted with the additional service "Multiple Piece Consignment" with the appropriate pictogram in the address label or the acronym "VK", clearly marked next to the address label.

The sender must identify one of the pieces of the consignment as the main piece.

If the sender posts the consignment with the additional service "Multiple Piece Consignment", the sender must mark the serial number of each piece and the total number of all pieces posted as one multiple piece consignment either in the address label of each piece of the consignment; to do so, he must use the form of a fraction, such as 1/5, 2/5, etc., and the piece identified by the sender as the main piece must be marked as the first one. The pieces of the multiple piece consignment must be marked in an ascending order, the distance between the numerators of two successive fractions must be one.

Each piece must also be marked with the posting number of the main mailpiece transcribed next to the fraction.

The instructions and additional services specified in Art. 25 and 26 do not relate to each separate piece of the consignment but to the consignment as a whole. The "Special Price for Consignments from 31.5 kg to 50 kg" and the surcharges for "Fragile" and "Cumbersome" services must be paid for each piece of the consignment that complies with the service conditions.

The other instructions and additional services specified in the address label of the piece identified by the sender as the main piece apply to all pieces of the multiple piece consignment.

25. "Cash on Delivery (COD - Remittance)" - If this additional service is chosen by the sender, the COD amount specified by the sender (hereinafter referred to as "the COD Amount") will be collected from the recipient on delivery of the consignment. If the consignment is deposited in a Balíkovna, the addressee may also pay the COD Amount online via a payment gateway. If the consignment is deposited in a box, the addressee must pay the COD Amount online via a payment gateway. The COD Amount may be paid in this manner before the delivery of the consignment. The COD Amount may only be specified in full CZK. The COD Amount may not exceed CZK 50,000. The COD Amount of a Balíkovna plus consignment may not exceed CZK 100,000 or - if the additional service "Insured Consignment" is used – CZK 1,000,000.

The sender must provide information concerning the payment of the COD Amount together with the posting data for the consignment. The sender may not request remittance of the collected COD Amount abroad. If the COD Amount is written on the consignment, it must be specified in digits, without any spaces or other separators. Any empty space before and/or after the COD Amount must be crossed out so that no other data can be added to it. The Company will be held liable to the sender for the collected COD Amount. The Company has to pay the COD Amount also if a lower amount or no amount whatsoever was collected from the recipient upon delivery of the consignment. The Company will transfer the collected COD Amount to the bank for the COD Amount addressee who maintains an account with the bank; it will do so within three days of its collection from the recipient. In the case of an online payment of the COD Amount, the time limit of three working days for the payment of the COD Amount will be counted from the day of delivery of the consignment.

If a Balíkovna plus consignment is posted with this additional service and the additional service

"Multiple Piece Consignment", the provision of the service "COD – Remittance" does not apply to individual pieces of the consignment posted with the additional service under Art. 24 but to the consignment posted with the additional service under Art. 24 as a whole. The sender must attach the above-mentioned data to the piece of the consignment identified by him as the main piece.

Balíkovna

26. "Cash on Delivery (No-Card COD)" – Senders who have entered with the Company into a written Agreement on the Conditions for Posting Consignments and provide data on consignments post in an electronic format may their consignments with this additional service. In such case, the sender has to use the agreed pictogram in the address label or attach a sticker or the note "No-Card Cash on Delivery" to the consignment. If this additional service is chosen by the sender, the COD amount specified by the sender (hereinafter referred to as "the COD Amount") will be collected from the recipient on delivery of the consignment. If the consignment is deposited in a Balíkovna, the addressee may also pay the COD Amount online via a payment gateway. If the consignment is deposited in a box, the addressee must pay the COD Amount online via a payment gateway. The COD Amount may be paid in this manner before the delivery of the consignment. The COD Amount may only be specified in full CZK. The sender must specify the COD Amount in the address label; the COD Amount may not exceed CZK 100,000 or - if the additional service "Insured Consignment" is used - CZK 1,000,000. The COD Amount must be specified in digits, without any spaces or other separators. Any empty space before and/or after the COD Amount must be crossed out so that no other data can be added to it. The sender may not request remittance of the collected COD Amount abroad. The Company will be held liable to the sender for the collected COD Amount. The Company has to pay the COD Amount also if a lower amount or no amount whatsoever was collected from the recipient upon delivery of the consignment. The Company will transfer the collected COD Amount to the bank for the COD Amount addressee who maintains an account with the bank; it will do so within three days of its collection from the recipient. In the case of an online payment of the COD Amount, the time limit of three working days for the payment of the

COD Amount will be counted from the day of delivery of the consignment.

If a Balíkovna plus consignment is posted with this additional service and the additional service "Multiple Piece Consignment", the provision of the service "No-Card COD" does not apply to individual pieces of the consignment posted with the additional service under Art. 24 but to the consignment posted with the additional service under Art. 24 as a whole. The sender must attach the above-mentioned data to the piece of the consignment identified by him as the main piece.

27. "Electronic Notification for the Sender" - Senders who provided the Company with the posting data for their consignment through an application designated for the purpose will be sent by the Company an electronic notification about delivery of the consignment to the recipient and other applicable information concerning the delivery of the consignment. The posting data provided by the sender for the consignment must contain an email address to which the notification is to be sent by the Company. The Company will use the email address to notify the sender also if the consignment is not picked up and is being returned to the sender. Notifications are not provided to senders with a written Agreement on the Conditions for Posting Consignments previously signed with the Company.

If the sender posts a Balíkovna plus consignment with the additional service "Electronic Notification for the Sender" and the additional service "Multiple Piece Consignment", the provision of the service "Electronic Notification for the Sender" does not apply to individual pieces of the consignment but to the consignment posted with the additional service under Art. 24 as a whole.

28. "Delivery to the Addressee Only" – If the sender requests that the Company delivers a Balíkovna plus consignment to the addressee only; this service is only available for consignments addressed to an individual.

The sender must use an appropriate pictogram in the address label or attach a sticker "Delivery to the Addressee Only" to the consignment.

The additional service "Delivery to the Addressee Only" is not available for consignments with the additional service under Art. 24.

- 29. "Longer Collection Time" If the sender of a Balíkovna plus requests that the standard 7-day collection time during which the notified consignment is ready for pickup at the appropriate post office be extended to 15 days. The sender must include the instruction in the address label. If the consignment is posted with the additional service "Longer Collection Time" and the additional service under Art. 24, the provision of the service "Longer Collection Time" does not apply to individual pieces of the consignment posted with the additional service under Art. 24 but to the consignment posted with the additional service under Art. 25 as a whole. The instruction marked on the piece of the multiple piece consignment identified as the main piece will be decisive for the provision of the service.
- 30. "Guaranteed Delivery Time" If this service is chosen by the sender, the Balíkovna plus consignment will be delivered at the latest by 2:00 p.m. the working day after the day of posting. The sender may order delivery on Saturday if the Balíkovna plus consignment is posted on Friday. This does not apply to Saturdays that are public holidays.

This additional service is not available with consignments over 31.5 kg.

31. "Insured Consignment" – If the sender requests that money, activated payment cards and other means of payment; vouchers for goods or services; bills of exchange, cheques and other securities; objects of cultural, artistic or collectible value regardless of their age and price; jewellery,² precious stones, precious metals and products made of them, and other similarly valuable objects worth more than CZK 5,000 be contained in the Balíkovna plus consignment. The compensation cover (declared value) permitted for this additional service is up to CZK 1,000,000. This additional service will be provided only if the sender has specified this service in the posting certificate.

All open edges of the package must be sealed with a paper or transparent plastic tape of a minimum width of 2 cm. If the tape is not marked with print clearly identifying the sender, it has to be provided with at least two signatures or stamps of the sender over the paper tape or under the plastic tape. If the edges of the package cannot be sealed

² Regardless of the used material, jewellery includes any decorative object intended to be worn on the body or clothes.

in the manner described above, they have to be tied with a single piece of a firm string. The ends of the string have to be sealed with a seal clearly identifying the sender. At each point of crossing, the string has to be knotted; it has to be made as tight as to prevent its removal without breaking the seal. The above-mentioned does not apply to consignments consisting of an unwrapped thing pursuant to Art. 3(7) of the Basic Postal Terms and Conditions and/or to consignments with content pursuant to Art. 2(4) of the Basic Postal Terms and Conditions whose declared value does not exceed CZK 10,000 or with any other content whose declared value does not exceed CZK 30,000.

The Company will deliver the consignment only in the manner mentioned in Art. 53(a) or 56(a).

This additional service is not available in combination with any of the additional services under Art. 24.

32. "B2B (Deliver to Business)" – If an agreement on posting of Balíkovna plus consignments has been made in writing prior to the sending of the Balíkovna plus consignment and the first attempt at delivery of the Balíkovna plus consignment at the place given in the postal address has failed, the Company will, under the terms and conditions agreed in the agreement, make a second attempt at delivery, typically the next working day. If the second attempt at delivery also fails, the consignment will be deposited at the relevant depositing post office.

This additional service is only available for consignments addressed to a natural person entrepreneur, a legal entity, or another person to whom the Company delivers consignments in the manner set out in the Basic Postal Terms and Conditions for delivery to legal entities. The consignment may only be addressed to a business location with regular opening hours (Monday to Friday during daytime). The required additional service must also be indicated on the address label by means of the relevant pictogram or by the relevant identification data marked on the address label. If this additional service is selected, the sender's data must include the addressee's mobile phone number or landline phone number; inclusion of the addressee's email address is optional. A surcharge in accordance with the Postal Terms and Conditions of Česká pošta, s.p. – Pricelist (hereinafter referred to as "the Pricelist") may be charged by the Company in the absence of the addressee's mobile phone number or landline phone number. These contact details may be used to contact the addressee about delivery of the consignment.

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This additional service may not be combined with the additional service "Delivery to the Addressee Only."

- 33. <u>The following addressee's instruction is available</u> with Balíkovna plus consignments:
- 34. **"Longer Collection Time"** The addressee may request that the 7-day collection time during which the notified consignment is ready for pickup be extended to 15 days provided that the sender has not selected the additional service "Longer Collection Time." This time cannot be extended if the sender has selected any of the additional services "No Longer Collection Time," or "Longer Collection Time," or if the consignment has been deposited in a Balíkovna or in a box.
- 35. The following one-off instructions may be given by the addressee of a specific Balíkovna plus consignment (with the exception of consignments over 31.5 kg) in the "<u>Change of Delivery</u> <u>Instructions</u>" application if the conditions of the Change of Delivery Instructions Services are complied with:
 - a) "Deposit the consignment directly at the post office;"
 - b) "Deposit the consignment at another depositing post office;"
 - c) "Deposit the consignment at a Balíkovna;"
 - "Make the first delivery attempt at the place given in the postal address on one of the following working days" – only the second, third, or fourth working days after the posting date can be used for the postponed first delivery attempt;
 - e) "Longer Collection Time" if the addressee requests that the time for collection of the consignment be extended pursuant to Art. 33. This instruction is not available for consignments deposited in a Balíkovna or in a box.
- 36. On the basis of a special written Agreement on the Conditions for Posting Consignments previously signed with the Company, the consignments can be delivered to selected authorized establishments such as Balíkovna – Return of Goods. The price for the Balíkovna – Return of Goods is not paid by the sender, but by the addressee, who has undertaken to pay for it in the company's agreement.

Additional services and instructions mentioned in Art. 24 to 32 cannot be selected.

37. Other additional services and sender's instructions are not available.

Posting of consignments

- 38. A Balíkovna na adresu consignment may only be posted on the basis of an order placed through an application designated for the purpose.
- 39. A Balíkovna plus consignment may only be posted at a post office.
- 40. The sender must attach an address label approved by the Company to the Balíkovna plus consignment or a post it together with a completed address label obtained from the Company.
- 41. Senders who post their consignments under a written Agreement on the Conditions for Posting Parcel Consignments must provide the Company, in the agreed manner and at the latest together with the posted consignments, with the posting data for the consignments. If any of the details about the consignments that are to be posted are incorrect, the Company will return the consignments with incorrect details back to the sender.

The sender must specify the required additional services, instructions, and surcharges on the address side of the Balíkovna or Balíkovna na adresu consignment in the manner specified in Art. 26 or of the Balíkovna plus consignment in the manner specified in Art. 24 to 32 or on the address label using pictograms in the format approved by the Company and specify all the required additional services, instructions, and surcharges in the posting certificate. The sender must attach the completed address label to the largest surface of the consignment (hereinafter referred to as "address side").

The address of the addressee on the address label has to be as accurate as possible in order to prevent doubt as to where and to whom the consignment is to be delivered by the Company. The postal address of a consignment that is to be delivered at a post office, Balíkovna or box must include these obligatory details in the following order:

- a) Identification of the addressee according to Art. 4(2)(a) of the Basic Postal Terms and Conditions,
- b) The word "Balíkovna,"

c) The postcode and name of the post office, Balíkovna or box.

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The postal address of a Balíkovna na adresu or Balíkovna plus consignment must contain the details specified in Art. 4(2) of the Basic Postal Terms and Conditions.

If the weight of the consignment exceeds 15 kg or 30 kg, the sender must use a pictogram in the address label or attach an additional sticker "Over 15 kg" or "Over 30 kg", respectively, to the side of the consignment to which the address label is attached. If the consignment is posted with the additional service under Art. 24 and at least one piece of the consignment weighs more than 15 kg or more than 30 kg, the sender must attach this additional sticker to each piece of the consignment. If the weight of the consignment exceeds 15 kg or 30 kg but the consignment is not marked with this additional sticker, the Company will do so instead of the sender.

- 42. In the case of posting a consignment on the basis of an order placed through an application designated for the purpose, the address label generated by the application after the submission of the posting data must be attached by the sender to the address side of the consignment. The Company will disregard any information on the consignment outside the address label. Consignments will be accepted without this address label as well; in such case, the sender has to write the following details on the address side of the consignment:
 - For consignments sent from a Balíkovna: the posting code generated by the application;
 - For consignments sent from a post office: the posting code generated by the application, plus in the case of Balíkovna consignment, also the full name and surname or business name of the addressee in the format complying with Art. 42.

The postal address of Balíkovna na adresu and Balíkovna plus consignments must include the details specified in Art. 4 para. 2 of the Basic Postal Terms and Condition. In the case of the Balíkovna – Return of Goods consignments, the posting data and the address label are generated according to the previous sentences based on the entry of the return code given to the sender by the addressee. The Balíkovna – Return of Goods consignments can also be sent without an address label, in which case the sender must indicate the name and surname on the address side of the consignment, or the name

of the addressee (if the sender will indicate the full

of delivery) is sent to the sender's e-mail or mobile phone number provided to the company when the consignment is handed over, or it can be replaced by a special confirmation in the wording

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address of the addressee on the consignments, it must comply with Art. 41), he must indicate on the consignment the delivery code generated by the application or the return code and, when handing over the consignment, tell the Company the e-mail or mobile phone number of the sender. In the case of a consignment with a return code, it is possible to submit the consignment without entering the dedicated application. Consignments dropped off at a box must have a valid address label firmly attached to the consignment. boxes equipped with a printer enable the sender to print the address label; the sender has to enter the posting code and attach the address label printed by the box to the consignment. The box opens by scanning the barcode on the address label of the consignment. The sender has to place the consignment into the box and close the box. Only one consignment may be placed into the offered box. The sender is

43. The consignment is deemed posted as of the moment the Company accepts the consignment from the sender or collects it from the Balíkovna location or the box where the sender dropped off the consignment and confirms its acceptance. The Company is entitled to request that the sender prove that the format and packaging of the consignment comply with the stipulated conditions; however, the Company is not obliged to verify whether all conditions have been complied with by the sender. The price of consignments posted on the basis of an order placed through an application designated for the purpose must be paid in advance through the application.

responsible for properly closing the box.

If a Balíkovna plus consignment is posted with the additional service under Art. 24 and the sender fails to hand over all pieces of the consignment, the Company will refuse to provide the additional service "Multiple Piece Consignment."

44. The Company confirms the posting by means of a certificate of posting in the form prescribed by the Company. The certificate of posting for a consignment posted on the basis of an order placed through an application designated for the purpose will be sent to the sender's email address specified in the posting data for the consignment. In the case of a consignment submitted with a return code without using the application, the delivery receipt (in the case of an SMS confirmation determined by the Company.
45. The sender must hand over the Balíkovna plus consignment together with the posting certificate form. If the sender enters into an agreement with the Company, the posting certificate form can be delivered by electronic means. The sender must always specify the agreed compensation cover (declared value) in the posting certificate; the maximum compensation cover (declared value) is CZK 100,000, or CZK 1,000,000 for consignments with the additional service under Art. 31. The sender must not write the declared value on the address label, address tag or packaging.

If the consignment is posted with the additional service under Art. 24, the sender must complete only one posting certificate form; the Company will copy the posting number from the main piece of the consignment and the total number of pieces of the consignment in the posting certificate.

- 46. In the case of senders who have previously signed a written Agreement on the Conditions for Posting Consignments, the Company reserves the right to correct sender's data concerning the weight if a difference between the sender's data and the actual weight is determined. If the specification of the weight affects the price of the postal service, the sender and the Company will compensate each other for any differences so arisen.
- 47. If the additional service under Art. 26 ("No-Card Cash on Delivery") is requested by the sender of a Balíkovna plus consignment, the posting data for the consignment must be handed over to the Company in an electronic format at the latest together with the physical consignments. If any of the details about the consignments that are to be posted are incorrect, the Company will return the consignments with incorrect details back to the sender.
- 48. Upon the posting of consignments at the place agreed with the sender in the meaning of Art. 2, the authorised employee of the Company will issue a confirmation regarding the number of the accepted consignments. The confirmed posting certificate will be returned by the Company to the sender in an agreed manner.

49. The prices for which the service is provided and the prices for additional services are quoted in a separate part of the <u>Pricelist</u>.

Withdrawal from the contract and request for return of the consignment

- 50. If the Company finds out that an accepted postal consignment contains objects that are not allowed, that special conditions pursuant to Art. 2(3) of the Basic Postal Terms and Conditions have not been complied with, that its packaging does not comply with Art. 7, or that other agreed duties have not been observed, the Company may withdraw from the executed contract and return the consignment back to the sender, or ask the sender to take over the consignment at a place specified by the Company. Additional costs covering any necessary related actions will be paid by the sender.
- 51. Until the Company takes over the consignment from the Balíkovna location where the sender has dropped off the consignment, the sender may ask for cancellation of the placed order and return of the consignment. The Company will not be liable for any consequences of the fact that the postal service was provided under the originally agreed conditions if it has made its best efforts, which could reasonably be requested, to arrange for the return of the consignment. The consignment will be returned for a fee according to the Pricelist.

Delivery of consignments

52. Consignments deposited in a Balíkovna or at a post office will be deposited for a period of 7 days from the day when the consignment has been made ready for pickup. Consignments deposited in a box will be deposited for two working days until 7 a.m. These time limits also apply to consignments redirected to a Balíkovna or box in accordance with Art. 10 The addressee of a Balíkovna plus up to 31.5 kg consignment deposited at a post office may request a longer collection time of 15 days instead of 7 days from the day when the consignment is ready for pickup.

In the case of a Balíkovna plus over 31.5 kg consignment, the Company will make a new attempt at delivery each working day provided that it has not agreed otherwise with the addressee.

53. The Company will hand over the consignment deposited at a post office to a natural person who:

a) has proven, in the manner specified in the Basic Postal Terms and Conditions, that he is the addressee of the consignment or person authorised to accept the consignment; the consignment will be handed over against his signature confirming its acceptance. The addressee of the consignment must produce the consignment posting number or one of the addressee's contact details: mobile phone number or email address; any person authorised to receive the consignment other than the addressee must always produce the consignment posting number and the mobile phone number or email address to which the notification of depositing was sent, or

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- b) has produced the identification code of the consignee together with its posting number and the name and surname or business name of the addressee. A barcode can be produced instead of the posting number of the consignment and the name and surname or business name of the addressee. The addressee will receive the identification code of the consignment in the notification informing the addressee that the consignment is ready for pickup.
- 54. Consignments deposited at a Balíkovna location will only be delivered to the recipient – natural person against the identification code of the consignment together with its posting number and the name and surname or business name of the addressee. A barcode can be produced instead of the posting number of the consignment and the name and surname or business name of the addressee. The addressee will receive the identification code of the consignment in the notification informing the addressee that the consignment is ready for pickup.
- 55. Consignments deposited at a box will be delivered to the natural person who produces the consignment's identification code.
- 56. A Balíkovna na adresu consignment will be delivered by the Company if:
 - a) The recipient has confirmed the receipt;
 - b) The recipient natural person has produced the identification code of the consignment together with its posting number and the name and surname or business name of the addressee; Balíkovna plus consignments with any of the additional services "Delivery to the Addressee Only," "Confirmation of

Documentation on Delivery," "Multiple Piece Consignment," or "Insured Consignment" requested by the sender cannot be handed over against their identification code;

- c) The addressee has entered into a prior agreement with the Company on a special method of delivery of consignments (e.g. by placement in a home box); in such a case, the detailed conditions are regulated by the agreement between the addressee and the Company; or
- d) The recipient has requested that the delivery be made to another suitable location without physically handing the consignment to the recipient. The condition for delivering the consignment to another suitable location is that the recipient must provide the delivery person with a pickup code and the delivery location. The delivery person is not obliged to comply with the recipient's request. The Company is not responsible for the suitability of the location chosen by the recipient. Unless proven otherwise, a consignment delivered according to the recipient's request, as mentioned in the first sentence, is considered properly delivered if delivered in accordance with the recipient's request. A consignment can only be delivered to another suitable location if it can be delivered against a pickup code, is not worth more than CZK 10,000, does not have any outstanding fees, and none of the additional services or instructions have selected: "Insured Consignment," been "Delivery to the Addressee Only," or "Fragile."
- 57. With the exception of cases specified in Art. 56(b), (c) and (d), the Company will deliver Balíkovna na adresu and Balíkovna plus consignments in compliance with the applicable provisions of the Basic Postal Terms and Conditions; it may also be delivered by the Company to one of the addressee's neighbours or another suitable natural person.

Balíkovna plus consignments cannot be delivered through a P.O. Box or addressed to a post office as Poste Restante.

58. If an attempt to deliver the Balíkovna na adresu or Balíkovna plus consignment at the place given in the postal address fails or if such attempt is not made due to the conditions under Art. 21, the consignment may be deposited by the Company in a suitable box, Balíkovna, or at a post office. The Company will inform the addressee about the failed delivery attempt and deposited consignment by electronic means. The addressee may not claim any other method of delivery.

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The addressee of a Balíkovna plus over 31.5 kg consignment will be informed by the Company about further steps instead of the abovementioned information. The addressee of a Balíkovna plus over 31.5 kg consignment will be contacted at the specified phone number on the delivery day. The addressee may not request that the consignment be deposited at another depositing post office. This consignment may only be picked up if the addressee has arranged with the location for pickup by calling the phone number specified in the notice, information, short text or email message.

- 59. The Company may deliver Balíkovna na adresu and Balíkovna plus up to 31.5 kg consignments at a place other than the one specified in the postal address if it has learnt of the new place of residence or registered office of the addressee from the addressee or by other reliable means. If the consignment is posted with the additional service under Art. 24, the Company will deliver all pieces of the consignment at the other place.
- 60. If the Company failed to deliver the consignment in accordance with the preceding provisions, it will return the consignment back to the sender, without undue delay (does not apply in the case of the Balíkovna – Return of Goods). In the case of a consignment posted on the basis of an order placed through an application designated for the purpose, the consignment will be made ready for pickup at the post office of posting or at the post office designated by the Company as the substitution post office for the Balíkovna or the box where the sender dropped off the consignment. Balíkovna plus consignments will be returned back to the given sender's address. Returned consignments cannot be handed over against their identification code.

Refund of price or online payment

61. If the service has not been provided due to the Company's fault, the Company will refund the price paid for the service.

If it has been determined that the agreed time limit for delivery of the consignment posted with the additional service "Guaranteed Delivery Time" under Art. 30 was not met due to the Company's fault, the Company will refund the price paid for the additional service.

- 62. If a consignment that is to be posted on the basis of an order placed through an application designated for the purpose is not posted within 7 calendar days from the date of payment of the price of the service, the full price will be refunded by the Company back to the account from which it was paid.
- 63. If a consignment has been returned to the sender on the basis of the sender's request according to Art. 51, the Company will refund the price of the service minus a fee according to the <u>Pricelist</u>. The Company will refund the relevant amount back to the account from which the price was paid.
- 64. If the additional service "COD Remittance" or "No-Card COD" has been used with a consignment returned to the sender or lost consignment and the recipient of the consignment has paid the COD Amount online, the Company will return the COD Amount without unnecessary delay back to the account from which it was paid.

Complaints and compensation for damage

- 65. Within one year of the posting, the sender may file a complaint regarding the delivery at the posting post office. In such a case, the sender must present the posting certificate according to Art. 44. If the sender is a VAT payer and requests a credit note for the refunded price of the service, he must also produce the original tax document received at the moment of posting.
- 66. The Company provides compensation only for damage caused by the loss, damage or part loss of the content of the consignment. Only actual damage up to the agreed compensation limit (declared value) will be compensated by the Company. If the content of the consignment has been damaged, the Company will pay the difference between the price of the content of the consignment upon posting and the current price of the damaged content. The compensation for damage will be paid by the Company in the Czech currency.
- 67. The compensation cover for damage caused in the provision of postal services is as specified in Art. 47 of the Basic Postal Terms and Conditions.
- 68. The compensation for damage occurred due to damaging or part loss of the content of the

consignment will be negotiated by the Company at the post office on condition that the recipient files a complaint about the damage upon the acceptance of the consignment. Balíkovna locations and boxes do not handle complaints. Additional complaints may be filed at any post office within two working days after the delivery of the consignment provided that the other prerequisites are met as stipulated in the Basic Postal Terms and Conditions. At the same time, the person complaining about the damage must present the consignment and allow for the review of the extent of the damage and the circumstances of its occurrence.

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If the addressee of a Balíkovna plus over 30 kg identifies a part loss or apparent defect of the consignment, the addressee may file an additional complaint in writing or by phone with the location that delivered the consignment, within two working days after its acceptance. If the complaint is filed in writing, the addressee must also produce any necessary documentation and photographs. If the addressee fails to present the necessary documentation and photographs, the Company, represented by an expert employee, will be entitled, in collaboration with the addressee, to draw up an additional detailed report on the extent of the damage to the consignment and all circumstances decisive for the determination of the liability.

For that purpose, the Company will be entitled to ask the addressee to allow the Company's employee at the place specified in the address to review the extent of the damage to the consignment and the circumstances of its occurrence provided that the consignment will be in the condition in which it was delivered.

69. In the case of complaints or claims for compensation for damage, matters which are not regulated by the present Terms and Conditions will be dealt with accordingly in accordance with the appropriate provisions of the Basic Postal Terms and Conditions. Unless otherwise agreed, the Company will settle the complaint without undue delay, at the latest 30 days from the date of complaint.

Opening, storage, sale, and destruction of consignments

- 70. The Company is entitled to open a consignment only under the conditions stipulated by law.
- 71. A written record and photographic documentation will be made of the opening of the consignment. A copy of the record will be provided by the Company to the addressee upon delivery of the postal consignment, or to the sender upon its return.
- 72. The Company is obliged to inform the addressee about the opening of the consignment upon delivery, or the sender upon the return of the consignment.
- 73. The contents of the consignment may only be inspected upon opening to the extent necessary to achieve the purpose of the opening. During the opening, the protection of information that is protected under legal regulations, as well as the confidentiality of postal items, letter confidentiality, and the protection of personal data, must be ensured. The mere external repair of the consignment's packaging, where at least part of the original packaging is preserved, is not considered as the opening of a consignment.
- 74. A consignment that can neither be delivered nor returned will be stored by the Company for a period of three months from the date of posting.
- 75. If the sender or addressee requests that the Company locate a consignment that may be stored, the Company will attempt to do so; if it is found, the consignment will be released to the sender or addressee.
- 76. The Company is entitled to sell a consignment or part of it if it is suitable for sale, after three months from the posting date, if the consignment can neither be delivered nor returned.
- 77. The Company is also entitled to sell a consignment or part of it immediately or to reasonably shorten its storage period if there is reasonable concern that its contents or part of its contents may become damaged before the sale.
- 78. When selling a consignment or its part the Company has to ensure the most favourable conditions of sale for the sender.
- 79. If possible, the proceeds from the sale, after deducting the costs of storage and sale (hereinafter referred to as "net proceeds"), will be released to the sender. The sender has the right to request the

release of the net proceeds within one year from the date of posting of the consignment. After the expiry of such a period without any claim, the right to the release of the net proceeds lapses, and the net proceeds will be retained by the Company.

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- 80. The Company is entitled to destroy the consignment or part of it if it cannot be sold according to the above-mentioned provisions. Furthermore, the Company will destroy any consignment that is not suitable for sale.
- 81. The Company will be entitled to destroy the consignment or any part thereof immediately if its content has completely deteriorated or if it is necessary to ensure the protection of human health or property.

Resolution of disputes concerning the subjectmatter of the postal contract

82. If the Company rejects or fails to settle a complaint concerning any defect of the provided postal service, the sender or the addressee has the right to appeal to the Czech Telecommunication Office (www.ctu.cz) against the decision in the claim procedure; the appeal must be made without undue delay, at the latest 1 month from the date of delivery of the claim decision or from the vain expiry of the time limit for the settlement of the complaint, otherwise the right to appeal terminates. The appeal is subject to an administrative fee. The Czech Telecommunication Office will decide in the appellate procedure about the rights and duties of the parties resulting from the postal agreement or the Act No. 29/2000 Coll., on postal services, as amended.

Transitional and final provisions

- 83. Any deviations from the present Postal Terms and Conditions are subject to a written agreement between the sender and the Company.
- 84. The current version of these Postal Terms and Conditions becomes effective on 1 February 2025 and is available at any post office as well as at the website <u>www.ceskaposta.cz</u>. The company reserves the right to alter, amend, or cancel the present Postal Terms and Conditions.