

PPL COMPLAINT RULES

Introduction and definition of terms

1. These Complaint Rules ("CR") form an integral part of the General Conditions and Terms for PPL Shipments Delivery ("GCT") In the case of any discrepancy between these CR and GCT, the covenants of these CR shall prevail.
2. Unless otherwise agreed in these CR, the terms with initial capital letters shall have the meaning specified in the GCT.
3. For the purpose of these CR:
 - Damage shall mean any change in the condition, i.e. change in quality, dimensions, structure, stability, composition or items forming the Shipment that can be remedied by repair, or any change in the condition, which cannot be remedied by repair, but despite of that, the item is usable for the original purpose.
 - Destruction shall mean such change in the condition of items forming the Shipment that cannot be remedied by repair, and the item cannot be further used for the original purpose.
 - Complaint shall mean a method of claiming rights from liability for violation of the forwarding contract or other legal title by PPL;
 - a customer means a person who has arranged the Service or the Service has been arranged to his account, for the purpose of making a complaint in accordance with the complaints procedure and business terms and conditions the customer means the sender and recipient.

Complaint prerequisites

1. Each complaint must include information about the Customer, the subject of the complaint, designation of the character, extent and amount of damage, and in the case of any damage to or partial loss of the shipment content, photographic documentation of the damage and the transport packaging must be submitted. Damage Report is also considered as a complaint, provided it includes all the complaint prerequisites.
2. If the complaint does not include all the prerequisites or if it requires supplementing with other information or documents, PPL is entitled to request the Customer to supplement it. The Customer has ten (10) business days from the date of delivery of the notice to make the required supplementing. In the period from the request to supplement the complaint to supplementing the complaint, the complaint settlement period shall not run.
3. Documents of the incurred damage, its character and the extent and amount of the damage must be attached to the complaint. Quantification of the actual damage must be adequately documented, in particular by a credible tax document or invoice, based on which the items and/or substances representing the Shipment's content have been acquired. The damage claim towards PPL shall be filed in principle exclusive of VAT in all cases except for the damage being resolved (in economically justified cases) by repair of the damaged product, which shall be invoiced as a separate act, or in the cases where the Customer is not a VAT payer.

Filing a complaint

1. The Customer is exclusively entitled to file a complaint as a person who negotiated the Service, or on whose account the Service has been agreed.
2. Any complaint must be reported:
 - Via internet interface on: https://www.ppl.cz/main.aspx?cls=art&art_id=1663; or
 - Via telephone line PPL 225 331 500 with possible subsequent sending of photographic documentation by e-mail; or
 - In writing to PPL depot with local competence, where the customer has negotiated the respective Shipment delivery service, to which the complaint applies, with possible subsequent sending of photographic documentation by e-mail.

Settlement of a complaint

1. PPL shall confirm to the Customer in an adequate manner receiving the complaint.
2. The Customer must allow PPL to see the actual extent of damage or partial loss of the Shipment. For the aforementioned reasons, the Customer is obliged to ensure that the shipment shall not be handled in any manner, and to preserve the packaging of the Shipment, in which the Shipment has been delivered, intact. For the same reason, the Shipment must not be destroyed or transported to another place without PPL's consent. In the case of damaged Shipments, the Customer is obliged to allow or ensure inspection of the Shipment also by

a representative of PPL's insurance company. The Customer is aware of the fact that if the Customer's obligations specified in this paragraph are not performed, a lack of damage evidence may be imminent, leading to refusal of the complaint by PPL.

3. The Customer is obliged to transfer to PPL the title to the damaged Shipment at the moment PPL notified the Customer that PPL acknowledges its liability for damage, and that the damage shall be settled to full amount of the Shipment's value. The aforementioned obligation shall only apply in the case where the damage is settled to the full amount of the Shipment's value applicable at the moment the liability for damage was acknowledged.
4. PPL is obliged to settle any properly filed and complete complaint within thirty (30) days after all the required documents have been submitted by the Customer based on the delivered complaint, and to let the Customer know PPL's standpoint.
5. If documentation from bodies involved in criminal proceedings, from institutions operating in insurance industry or from other authority or institution are required to settle the complaint, the complaint settlement period shall not start until PPL acquires such documentation.
6. The reimbursement itself of a properly filed and PPL-acknowledged complaint shall be performed within twenty (20) business days from the date the complaint was acknowledged by PPL. The Customer is not entitled to set off the right to damages against PPL's right to payment of the forwarding services.
7. In the case that the lost Shipment or any part thereof is found at any time during the complaint procedure, the Customer's claim will be considered as rejected at the moment the Customer or the Recipient gets the opportunity to dispose of the Shipment or the respective part thereof; if the Shipment was found by the Customer or by the Recipient, the Customer or the Recipient will be obliged to notify PPL of such fact in writing. If the damage or any part of the damage has been paid in money by PPL before finding the Shipment by the Customer or by the Recipient, the Customer will be obliged to return such amount to PPL upon takeover of the found Shipment; the aforementioned Customer's obligation shall exist for thirty (30) days after takeover of the Shipment by PPL for delivery.

Complaint rejection

1. PPL is entitled to reject a complaint in the following cases:
 - The complaint does not include all the prerequisites, and the Customer did not supplement them upon request and within the period set out in these CR, or
 - If the documents listed in these CR are not submitted to prove the legitimacy of the complaint, or
 - The case is being resolved by a court, or another authority has already decided on the subject of the dispute, or
 - The complaint is not filed in time

Complaint filing period

1. The complaint must be filed without undue delay after the reason for the complaint has been established.
2. The contracting parties have agreed on a period of limitation lasting 1 year from acceptance of the Shipment by PPL for delivery.
3. PPL shall not perform based on time-barred claims.
4. The Consignor is obliged to ensure that an inspection of the Shipment is performed on receipt of the Shipment by the Recipient and, in the event of any obvious damage to the Parcel, PPL is notified of this fact in writing at the moment of delivery. In the event of loss or damage to the Shipment which is not obvious, the Consignor shall notify PPL in writing no later than seven (7) working days from the moment of delivery. All claims for damages must be filed in writing with PPL within thirty (30) days of the date of delivery of the Shipment in the case of damage to the Shipment, partial loss of the Shipment or breach of the agreed conditions of carriage of the Shipment, and within sixty (60) days of the date of acceptance of the Shipment by PPL in the case of total loss of the Shipment. A claim filed after the above-mentioned deadlines or at variance with the previous sentence shall be rejected by PPL and PPL shall bear no liability or obligations from such a claim, unless the mandatory provisions of the legislation determined otherwise (e.g. Act No. 634/1992 Coll. on Consumer Protection).

Extrajudicial resolution of disputes

1. In the case of a consumer dispute between PPL and the Customer, who is a consumer pursuant to the Consumer Protection Act No. 634/1992 Coll., as amended, which fails to be resolved by mutual agreement, the consumer may file a motion for extrajudicial settlement of such dispute to the entity designated for extrajudicial settlement of consumer disputes.
2. The designated entity for disputes concerning forwarding services is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: www.coi.cz. Consumer may also make use of the online dispute resolution platform established by the European Commission on <http://ec.europa.eu/consumers/odr/>.

Miscellaneous

1. Invalidity or no enforceability of any provision of these CR shall have no effect on the remaining provisions of these CR.
2. PPL is authorised to unilaterally change the wording of these CR at any time. If PPL makes any change in these CR, the new version of CR shall be published on the internet address <https://www.ppl.cz/complaint-rules>, such change becoming effective ten (10) days at the earliest after it is published on the internet address <https://www.ppl.cz/complaint-rules>. The effective date shall be indicated in the new version of CR.

RULES FOR SPECIAL HANDLING OF SHIPMENTS

1. Introduction and definition of terms

- 1.1. These special handling rules for shipments (the "Rules") form an integral part of PPL General Conditions and Terms for Delivery of Shipments ("GCT"). In the case of any contradiction between these Rules and GCT, the covenants of these Rules shall prevail.
- 1.2. Unless otherwise agreed in these Rules, the terms with initial capital letters shall have the meaning specified in the GCT.

2. Shipment deposition

- 2.1. PPL shall arrange for the Shipment deposition, however for seven (7) days in total at maximum (for deposition in PPL depot) or for seven (7) days for deposition at Parcelshop or for a period of three (3) days for storage at the PPL Parcelbox pick-up and drop-off point, in the following cases:
 - a) Specified in article 4.3. of the GCT
 - b) The Consignor has given instruction to PPL for such deposition;
 - c) The Recipients refuses accepting the Shipment;
 - d) Data specified on the Shipment necessary for the Shipment delivery or return is inaccurate, incomplete or illegible.
- 2.2. In accordance with the Consignor's instructions, PPL may arrange for another attempt for delivery or return the Shipment back during the shipment deposition. The shipment deposition period shall not be interrupted or suspended thereby.
- 2.3. After expiration of the period agreed in clause 2.1 of these Rules, PPL is entitled to arrange for sale of the Shipment or its respective part in an appropriate manner, if the Consignor has not given PPL any instructions for further steps after expiration of the period agreed in clause 2.1 of these Rules, and:
 - a) The Shipment cannot be delivered or returned, or it is not to be returned according to the contract; or
 - b) There is a justified concern that the Shipment's content will deteriorate before delivery.
- 2.4. Where feasible, PPL shall give up the proceeds from sale to the Consignor after deducting the costs of deposition, costs of sale and any unpaid part of the price of the Services (net yield).

3. Opening the Shipment

- 3.1. PPL is entitled to open the Shipment in the following cases:
 - a) It cannot be delivered or returned, or it is not to be returned according to the contract,
 - b) There is a justified suspicion that the Shipment contains an item considered by GCT as a Restricted Item or as an item, which transport is not permitted for any other reason;
 - c) The Shipment's packaging is disrupted or shows symptoms of any damage to the content, for example the content is leaking, it can be heard during handling that the content is broken, etc.;
 - d) PPL has a justified suspicion that the Shipment contains items and substances damaged before handing the Shipment over to PPL;
 - e) There is a justified concern that any harm has occurred or might occur before delivery of the Shipment; or
 - f) It is necessary to observe the obligations imposed on PPL by a legal regulation or contract.
- 3.2. The Shipment content may only be viewed upon its opening to the extent necessary to ensure the purpose of the viewing. When opening, protection of information protected under the legal regulations must be ensured.
- 3.3. After the Shipment's condition is identified, the Shipment must be taped with an original adhesive tape with PPL logo.

4. Shipment liquidation

- 4.1. PPL is entitled to arrange for liquidation of the Shipment's content or any part of it (in addition to the cases specified in the General Conditions and Terms or its appendices) after expiration of the period referred to in clause 2.1 of these Rules, if:
- a) The Shipment's content has been completely or partially devaluated, or devaluation could be reasonably expected;
 - b) If the Shipment, which cannot be delivered and cannot be returned or is not to be returned according to the contract, fails to be sold;
 - c) PPL notifies the Consignor of acknowledgement of the right to compensation of damage incurred to the transported Shipment in full.
- 4.2. The content of the Shipment or any part thereof may be destroyed prior to expiration of the period according to clause 2.1 of these Rules, if it is necessary to ensure protection of health of persons or to ensure protection against harm.
- 4.3. The Consignor is obliged to compensate PPL for any harm incurred by PPL in connection with destruction of the Shipment's content pursuant to this Article 4 of these Rules, including in particular the costs associated with the destruction, and the costs relating to satisfaction of third party claims filed against PPL in connection with the Shipment.

5. Miscellaneous

- 5.1. Invalidity or no enforceability of any provision of these Rules shall have no effect on the remaining provisions of these Rules.
- 5.2. PPL is authorised to unilaterally change the wording of these Rules at any time. If PPL makes any change in these Rules, the new version of the Rules shall be published on internet address <https://www.ppl.cz/complaint-rules>, such change becoming effective ten (10) days at the earliest after it is published on internet address <https://www.ppl.cz/complaint-rules>. The effective date shall be indicated in the new version of the Rules.