

# COMPLAINTS PROCEDURE PPL

## Introduction and Definition of Terms

1. This Complaints Procedure (“CPR”) is an integral part of General Terms and Conditions for Delivery of PPL Shipments (“GTC”). Should a conflict arise between this CPR and the GTC, the provisions of this CPR shall prevail.
2. Unless otherwise agreed in this CPR, terms capitalised shall have the meaning set forth in the GTC.
3. For the purposes of this CPR:
  - PPL shall be liable for damages caused by loss, damage or disappearance of the contents of a postal item only to the extent agreed in the contract
  - damage means a change in condition, i.e. a change in the quality, dimensions, structure, stability, composition, of the items comprising the Shipment that can be remedied by repair, or a change in condition that cannot be remedied by repair but is still usable for its original purpose;
  - destruction means such a change in condition of the items comprising the Shipment that cannot be remedied by repair and the item can no longer be used for its original purpose;
  - a claim means a form of assertion of rights under liability for breach of contract or other legal title by PPL;
  - The Customer means the person who arranged the Service or on whose behalf the Service was arranged; for the purpose of a claim within the meaning of the Complaints Procedure and the Terms and Conditions, the Customer means both the Sender and the Recipient.
  - it is understood that until the mail has been delivered, the Sender is entitled for compensation; after delivery, the addressee has this right.

## Claim Requirements

1. The claim must contain information about the Customer, the subject of the claim, the nature, extent and amount of the damage and, in the case of damage or partial loss of the contents of the shipment, it must be accompanied by photographic documentation of the damage and the transport packaging. A damage report is also considered to be a claim if it contains all its necessary elements.
2. If the claim does not contain all the elements or it needs to be supplemented with additional information or supporting documents, PPL is entitled to invite the Customer to complete them. The Customer shall have ten (10) business days from the date of receipt of the request to complete the required information. During the time from the request to complete the claim until completion of the claim, the time limit for processing the claim is suspended.
3. The claim must be accompanied by evidence of the damage, its nature and extent, and the amount of the damage. The quantification of the actual damage must be adequately documented, in particular by a credible tax document or invoice for which the items and/or substances comprising the contents of the Shipment were purchased. If the claim against PPL is made by a VAT payer, it is claimed without VAT.

## Lodging Claims

1. The Customer is the only person entitled to make a claim.
2. Claims must be lodged:
  - via the web interface at <https://www.ppl.cz/en/claims>; or
  - via the PPL phone line +420 225 331 500 with possible subsequent sending of photo documentation by email; or

- in writing at the corresponding local PPL depot where the customer has arranged the relevant service for delivery of the Shipment to which the claim relates, with any subsequent sending of photo documentation by email.

### Resolving Claims

1. PPL shall promptly confirm the acceptance of the Customer's claim in an appropriate form.
2. The Customer must allow PPL to ascertain the actual state of damage or partial loss of the Shipment. For these reasons, the Customer is obliged to ensure that the Shipment has not been tampered with in any way and that the packaging of the Shipment in which it was delivered is preserved. For the same reason, the Shipment may not be destroyed or transported to another location without PPL's consent. Should the Shipment get damaged, the Customer is obliged to allow or ensure the inspection of the Shipment by a representative of PPL's insurance company. The customer is aware that if he/she fails to comply with his/her obligations in this paragraph, there may not be sufficient evidence of damage, which may lead to PPL rejecting the claim.
3. The Customer is obliged to pass the right of ownership of the damaged Shipment to PPL at the moment when PPL has informed the Customer that it accepts liability for the damage and that it will pay the full price of the Shipment. This obligation shall only apply if the damage is paid for in full and the Customer is the owner of the contents of the Shipment at the time of the acknowledgement of liability for damage.
4. PPL is obliged to process a properly filed and completed claim within thirty (30) days after the Customer has handed in all required documents to PPL concerning the claim and to inform the Customer of its opinion.
5. The payment itself of the properly submitted and accepted claim by PPL shall be made within twenty (20) working days from the acceptance date of the claim by PPL. The Customer is not entitled to set off the claim against PPL's claim for payment of the price for services.
6. If the lost Shipment or its part is found at any time during the complaints procedure, the Customer's claim shall be deemed rejected at the moment when the Customer is able to dispose of the Parcel or its part; if the Shipment is found by the Customer, the Customer shall inform PPL in writing of this fact. If the damage, or its part, has been paid to PPL before the Customer has found the Shipment, the Customer is obliged to reimburse PPL for this amount upon receipt of the found Shipment;

### Rejection of Claims

1. PPL is entitled to reject the claim in the following cases:
  - the claim does not contain all the elements and the Customer has not completed them at the request and within the time limit set out in this CPR, or
  - if the documents listed in this CPR proving the validity of the claim are not submitted, or
  - the case has been or is being heard by a court or has been or will be decided by another body; or
  - the claim is not made in time, unless otherwise provided by mandatory provisions in the law.

### Time Limit for Lodging Claims

1. The claim must be made without undue delay after the reason for the claim has been established.
2. In the event of loss of a Shipment, the Customer is obliged to file (lodge) a claim within thirty (30) days from the delivery date of the Shipment to PPL. In the event of any other breach of contract, the Customer is obliged to file (lodge) a claim within thirty (30) days of discovering such a breach of contract.
3. In the event of partial loss or damage to the Shipment, the Customer shall be obliged to make a claim with (notify) PPL in writing within seven (7) working days from the moment of delivery of the Shipment within the time limit in paragraph 2 of this Article; otherwise,

PPL shall not be obliged to accept this claim.

4. The rights under the postal contract shall expire after one year from the date of postal delivery of the Shipment.
5. PPL will not resolve lapsed claims.

### **Out-of-court Dispute Resolution**

1. If PPL fails to resolve or settle a claim about defects in the postal service provided, the Customer is entitled to file a petition to initiate proceedings against the settlement of the claim with the Czech Telecommunications Office, with its registered office at Sokolovská 219, Prague 9, postal address: PO box 02, 225 02 Praha 025, [www.ctu.cz](http://www.ctu.cz), without undue delay, but no later than within 1 month from the delivery date of the settlement of the claim or the expiry of the deadline for its settlement, otherwise the right to object expires. The submission of the application is subject to an administrative fee.

### **Miscellaneous**

1. The invalidity or unenforceability of any provision of the CPR shall not affect the remaining provisions of this CPR.
2. PPL is entitled to unilaterally change the wording of the CPR at any time. If PPL makes a change to this CPR, it will post the new version of the CPR on the Internet at <https://www.ppl.cz/reklamacni-rad> and at all premises; this change will be effective no earlier than thirty (30) days after its publication. The effective date will be indicated in the new version of the CPR.
3. Claims of the Customer, who is not a consumer, arising in the event of any violation of the terms and conditions of PPL for transporting of the Shipment, as defined in the GTC and its annexes, in particular the Product Terms, unless such a deviation from the agreed terms and conditions is caused by the Customer's conduct, the inherent nature of the Shipment or the conduct of a third party for which PPL is not liable and which it could not have prevented, shall be governed mutatis mutandis by the parts of the Special Provisions of these CPR marked "INFORMATION ON THE RIGHTS OF CONSUMERS AS CUSTOMERS OF PPL", namely the paragraph marked "Rights arising from defective performance".

## Specific Provisions of the CPR

### INFORMATION ON CONSUMERS' RIGHTS AS PPL CUSTOMERS

#### Introduction

1. This document is an integral part of the General Terms and Conditions of Delivery of PPL Shipments ("GTC"). Shall a conflict between this document and the GTC occur, the provisions of this document shall prevail.
2. This document applies exclusively to the relationship between PPL and its Customers who are Customers in the capacity of consumers, i.e. natural persons acting in this relationship outside the scope of their business activities or outside the scope of their independent exercise of their profession.

#### Definition of Terms

1. Unless otherwise agreed herein, capitalised terms shall have the meanings set forth in the GTC or its components.
2. In relation to the Services provided by PPL, a defect means any breach of the conditions for the provision of the Shipment as defined in the GTC and its annexes, in particular the Product Terms, unless such a deviation from the agreed conditions is caused by the Customer's conduct, the inherent nature of the Shipment or the conduct of a third party for which PPL is not responsible and which it could not have prevented (hereinafter referred to as a "Defect"). A defect within the meaning of this special provision of the CPR does not include damage caused to the Shipment.
3. Defect means in particular:
  - Failure to collect the COD, even though the Customer has instructed the Customer to collect the COD;
  - Returning the Shipment without any reasons entitling PPL to do so;
  - Failure to attempt to deliver the Shipment to the Recipient.

#### Rights from Defective Performance

1. In the event of a Service Defect by PPL, the Customer shall be entitled to the rights of defective performance set out below in this article.
2. If the Defect is reparable, the Customer may choose between the following rights:
  - Re-arranging the transportation of the Shipment;
  - Completing the proper transportation of the Shipment;
  - A reasonable discount on the Fees;
  - Withdrawal from the Contract, in the event of a remediable but serious Defect for which the exercise of any of the above rights would be manifestly inadequate;
3. If the Defect is irremediable, the Customer may choose between the following rights:
  - A reasonable discount on the Fees;
  - Withdrawal from the contract.
4. The Customer is obliged to notify PPL about the choice of the compensation from defective performance together with the notification of the Defect or without undue delay after notification of the Defect. The Customer is not entitled to change the choice without PPL's consent. If the Customer does not choose any option, PPL will choose it.

5. If the Customer is entitled to a compensation from defective performance under this article, he/she is also entitled to reimbursement of the costs reasonably incurred to exercise his/her compensation for defective performance.

### Claim Requirements

1. The claim according to this document must contain information about the Customer, the Shipment, the nature and extent of the Defect (explanation of what PPL's fault consists of), or documents proving the Customer's claims must be attached.
2. If the claim does not contain all the elements or it needs to be supplemented with additional information or supporting documents, PPL is entitled to invite the Customer to complete them. During the time from the request to complete the claim until completion of the claim, the time limit for processing the claim is suspended.

### Lodging Claims

1. The Customer is the only person entitled to make a claim.
2. A claim can be made:
  - via the PPL phone line 225 331 500 with possible subsequent sending of documents *by email*; or
  - in writing at PPL's registered office or at the corresponding local PPL depot where the Customer has arranged the relevant delivery service for the Shipment to which the claimed Service relates, with any subsequent submission of supporting documents by email;
  - by email to [info@ppl.cz](mailto:info@ppl.cz).

### Resolving Claims

1. PPL shall promptly confirm the acceptance of the Customer's claim in an appropriate form.
2. PPL is obliged to process a properly filed claim within thirty (30) days after receipt of the claim from the Customer and to inform the Customer of its position. This is without prejudice to the right to an extension of the time limit pursuant to paragraph 2 of the article "Claim Requirements".
3. If documents from law enforcement authorities, insurance institutions or any other authorities or institutions are necessary to settle the claim, the time limit for settling the claim is suspended until PPL obtains such documents.
4. The Customer shall not be entitled to set off any claim for any sum of money arising from the right for compensation from defective performance against PPL's claim for payment of the price of services.

### Rejection of a Claim

1. PPL is entitled to reject a claim in the following cases:
  - the claim does not contain all the elements and the Customer has not completed them at the request and within the time limit set out in this document, or
  - the case has been or is being dealt with by a court, or the subject of the claim has already been decided by another body, or
  - the claim is not made in time, or
  - the claim is not justified.

### Deadlines

1. The claim must be made without undue delay after the reason for the claim has been established, i.e. when the Defect has been discovered, but no later than within six (6) months from the delivery of the Shipment to the Recipient, in the case of non-delivery from the receipt of the Shipment by PPL for delivery.

2. The Customer shall be required to claim reimbursement of the costs reasonably incurred to exercise his/her right for compensation from the defective performance within one (1) month from the expiration of the period for claiming the Defect.
3. PPL is not obliged to resolve lapsed claims.

### **Settlement of Disputes Relating to the Subject Matter of the Contract**

1. If PPL rejects the claim or fails to settle the claim for defects in the postal service provided, the Customer/Recipient is entitled to file a petition with the Czech Telecommunications Office, with its registered office at Sokolovská 219, Prague 9, postal address: PO box 02, 225 02 Praha 025, website: [www.ctu.cz](http://www.ctu.cz), to initiate proceedings to object to the settlement of the claim without undue delay, but no later than 1 month from the delivery date of the settlement of the claim or the expiry of the deadline for its settlement; otherwise, the right to object expires. The submission of the application is subject to an administrative fee.

### **Miscellaneous**

1. The invalidity or unenforceability of any provision hereof shall not affect the remaining provisions hereof.
2. PPL is entitled to unilaterally change the wording of this document at any time. If PPL makes a change to this document, it will publish the new version on the Internet at <https://www.ppl.cz/informace-pro-spotrebitele>, and such a change will be effective no earlier than thirty (30) days after its publication on the Internet at <https://www.ppl.cz/informace-pro-spotrebitele>. The effective date will be indicated in the new version.
3. PPL is committed to comply with the Code of Ethics in providing the Services, which is available on PPL's website.
4. The Customer does not have the right to withdraw from the contract entered into with PPL within fourteen (14) days of the entry into the contract without giving reasons within the meaning of Section 1829 et seq. of the Civil Code, as the Services will be provided before the expiry of this period; the Customer acknowledges and agrees that the Services will be provided before the expiry of the Contract's withdrawal period (Section 1837(a) of the Civil Code) and therefore the Customer does not have the right to withdraw from the contract within the meaning of Section 1829 et seq. of the Civil Code.

## RULES FOR SPECIAL HANDLING OF CONSIGNMENTS

### 1. Introduction and Definition of Terms

- 1.1. These Rules for Special Handling of Consignments (“Rules”) are an integral part of PPL’s General Terms and Conditions of Delivery (“GTC”). Should a conflict arise between these Rules and the GTC, the provisions of these Rules shall prevail.
- 1.2. Unless otherwise agreed in these Rules, capitalised terms shall have the meanings set forth in the GTC.

### 2. Storage of the Shipment

- 2.1. PPL shall arrange for the storage of the Shipment in accordance with the Article [6.6. GTC](#)
- 2.2. In accordance with the Sender’s instructions, PPL may arrange for further delivery attempt(s) to be made or return the Shipment while the Shipment is in storage. The time limit for depositing the consignment shall not be interrupted or suspended.
- 2.3. After the expiry of the time limit agreed in paragraph 2.1 of these Rules, PPL is entitled to arrange for the sale of the Shipment or part thereof in an appropriate manner if the Sender has not instructed PPL to proceed since the expiry of the time limit agreed in paragraph 2.1 of these Rules and:
  - a) The Shipment cannot be delivered or returned or is not to be returned under the contract; or
  - b) there is a reasonable apprehension that the contents of the Shipment will deteriorate before delivery.
  - c) in the cases specified in Article [6.10 of the GTC](#).
- 2.4. If possible, PPL will release to the Sender the proceeds of the sale less storage costs, selling costs and the unpaid portion of the price of the Services (net proceeds). If the Net Proceeds have not been released, the Sender has the right to request their release within one (1) year of the Shipment; after the expiry of this period, the right to the release of the Net Proceeds shall cease and the Net Proceeds shall be due to PPL.

### 3. Opening a Shipment

- 3.1. PPL is entitled to open the Shipment if:
  - a) it cannot be delivered or returned or is not to be returned under the contract,
  - b) is reasonably suspected of containing an item considered in the GTC to be a Prohibited Shipment or an item whose submission is not permitted for any other reason;
  - c) The Shipment is or has been damaged, for example, if the packaging is damaged or shows signs of damage to the contents, the contents are leaking, the contents can be heard breaking during handling, etc;
  - d) there is a reasonable apprehension that harm has occurred or may occur before delivery of the Shipment; or
  - e) it is necessary to comply with the obligations imposed on PPL by law.
- 3.2. PPL is obliged to inform the addressee of the opening of the shipment upon delivery or the Sender upon return of the Shipment.
- 3.3. The contents of the Shipment may be inspected upon opening only to the extent necessary to ensure the purpose of the inspection. When opening, the protection of information protected by law, as well as the protection of postal secrecy and the secrecy of letters, must be ensured.
- 3.4. With regard to the information obligation of PPL about the opening of the Shipment, in case of opening the Shipment, it will be re-stickered with a sticker with the PPL logo, specified in Annex 1 to this CPR.

#### 4. Destruction of Shipment

4.1. PPL is entitled (in addition to the cases specified in the General Terms and Conditions or its annexes) after the expiry of the time limit specified in paragraph 2.1 of these Rules to destroy the Shipment or any part thereof if:

- a) the contents of the Shipment have become wholly or partially degraded or could reasonably be expected to have become degraded;
- b) if the Shipment is not sold and cannot be delivered and cannot be returned, or is not to be returned under the Contract;
- c) PPL shall notify the Sender of its acceptance of the claim for compensation for damage to the Shipment in full extent.

4.2. The contents of the Shipment or any part thereof may be destroyed before the expiry of the time limit under paragraph 2.1 for the protection of personal health or to ensure protection against harm.

4.3. The Sender shall indemnify PPL for any damage suffered by PPL in connection with the destruction of the contents of the Shipment pursuant to Article 4 of these Rules, including in particular the costs of destruction and the costs of resolving third party claims against PPL in connection with the Shipment.

#### 5. Miscellaneous

5.1. The invalidity or unenforceability of any provision of these Rules shall not affect the remaining provisions of these Rules.

5.2. PPL is entitled to unilaterally change the wording of these Rules at any time. If PPL makes a change to these Rules, it will publish the new version of these Rules on the Internet at [www.ppl.cz/complaint-rules](http://www.ppl.cz/complaint-rules) and at all premises; this change will be effective no earlier than thirty (30) days after publication of the new version of these Rules on the Internet at [www.ppl.cz/complaint-rules](http://www.ppl.cz/complaint-rules). The effective date will be indicated in the new version of the Rules.

#### Annex Number 1

##### Sticker

