

INFORMATION ABOUT RIGHTS OF CONSUMERS AS PPL CUSTOMERS

Introduction

1. This document constitutes an integral part of the General Terms and Conditions of Delivery of PPL Consignments ("GTC"). In the event of a discrepancy between this document and the GTC, the provisions of this document shall apply.
2. This document shall apply exclusively to the relationship between PPL and its Customers, with Customers being in the position of consumers, i.e., individuals acting in this relationship outside of their business or outside of the independent execution of their position.

Terms and definitions

1. Unless otherwise agreed in this document, capitalised terms shall have the meaning stated in the GTC or parts thereof.
2. A defect in relation to Services provided by PPL as the forwarding agent shall mean any breach of conditions in providing transport of the Shipment, as defined in the GTC and its annexes, in particular, in the Product Conditions, unless the deviation from the agreed rules is caused by action taken by the Customer, the nature of the Shipment, or action taken by a third party for which PPL is not liable and which it could not have prevented (hereinafter referred to as the "Defect"). A defect as defined in this document does not include damage caused to a Shipment.
3. A defect shall mean, in particular:
 - A failure to collect COD even though the Customer ordered COD collection;
 - Return of the Shipment without there being cause giving PPL a right to do so;
 - Failing to attempt to deliver the Shipment to the Consignee.

Rights arising from defective performance

1. In the event of a defect in the Service, the Customer shall have rights arising from defective performance with respect to PPL, as listed below in this Article.
2. If the defect is remediable, the Customer has a choice of the following rights:
 - By providing repeated transport of the Shipment;
 - By completing due provision of the Shipment;
 - By granting an appropriate discount from Fees;
 - By withdrawing from the agreement, in the event of a remediable, but serious Defect for which the use of any of the above rights would be clearly inadequate.
3. If the defect is not remediable, the customer has a choice of the following rights:
 - An appropriate discount from the Fees;
 - Withdrawal from the agreement.
4. The Customer shall inform PPL about his choice of right arising from defective performance when reporting the Defect or without undue delay thereafter. The Customer may not change his choice of right without PPL's consent. If the Customer does not choose a particular right, PPL shall make the choice.
5. Where a Customer has a right arising from defective performance under this Article, he shall also be entitled to a compensation of costs reasonably incurred in exercising his right from defective performance.

Complaint prerequisites

1. A complaint filed pursuant to this document shall state information about the Customer, the Shipment, designation of the nature and scope of the Defect (explanation of wherein lies PPL's fault), and documents supporting the Customer's claim shall be enclosed therewith if relevant.
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. In the period from the request to supplement the complaint to supplementing the complaint, the complaint settlement period shall not run.

The filing of a complaint

1. A complaint may be filed exclusively by the Customer.
2. A complaint may be filed:
 - Through the PPL telephone line at 225 331 500, sending any documents by e-mail; or
 - In writing at the registered office of PPL or at the local PPL depot where the Customer ordered the relevant service of Shipment de-livery to which the complaint pertains, with documents sent by e-mail, if necessary;
 - By e-mail at info@ppl.cz.

Handling of a complaint

1. PPL shall confirm to the Customer in an adequate manner receiving the complaint.
2. PPL is obliged to settle any properly filed and complete complaint within thirty (30) days after the receipt of the Customer's complain and shall inform the Customer about PPL's standpoint. This shall not prejudice the right to an extension of the period pursuant to paragraph (2) of the Article "Complaint prerequisites
3. 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
4. The fulfilment of the right arising from defective performance on the basis of a properly filed and PPL-acknowledged complaint shall take place 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.

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 this document, or
 - The case has been or is being resolved by a court, or another authority has already decided on the subject of the dispute, or
 - The complaint is not filed on time, or
 - The complaint is not justified.

Periods

1. A complaint must be filed without undue delay after the reason for the complaint has been established, i.e., the Defect has been discovered, but no less than six (6) months after the delivery of the Shipment to the Consignee or, in the case of a failure to deliver it, from the acceptance of this Shipment for delivery by PPL.
2. The Customer shall claim compensation of costs reasonably expended on the exercise of his rights arising from defective performance within one (1) month of the expiration of the period for claiming the defect.
3. PPL shall not perform based on time-barred claims.

Resolution of disputes pertaining to the subject-matter of the Agreement

1. Should PPL fail to grant or fail to process a complaint related to a fault in the postal service provided, the Customer/Consignor may submit an application to the Czech Telecommunication Office, having its registered office at Sokolovská 219, Prague 9, postal address: Post Box 02, 225 02 Prague 025, website www.ctu.cz, for the initiation of proceedings concerning an objection against the handling of a complaint, and shall do so without undue delay, but no later than within 1 month of the day of the delivery of the resolution of a complain or the expiration in vain of the period for its resolution, otherwise the right to lodge an objection shall expire. The submission of the application shall be subject to an administrative fee.

Miscellaneous

1. The invalidity or unenforceability of any provision of this document shall not prejudice the remainign provisions of the document.
2. PPL shall be entitled to amend the text of this document from time to time. If PPL makes a change to the document, it shall publish its new version on its website at <https://www.ppl.cz/informace-pro-spotrebitele> and the change shall take effect no earlier than thirty (30) days after its publication at <https://www.ppl.cz/informace-pro-spotrebitele>. The effective date shall be stated in the new version.