

# GENERAL TERMS AND CONDITIONS OF DELIVERY OF PPL CONSIGNMENTS („General Terms“)

## 1. Scope of Applicability

- 1.1. These General Terms regulate the conditions for concluding contracts and providing services of PPL. PPL provides its services listed on [www.ppl.cz/terms-and-conditions](http://www.ppl.cz/terms-and-conditions) in the regime of shipping services pursuant to Act No. 89/2012 Coll., the Civil Code, as amended [hereinafter "CC"], and its provisions of Section 2471 et seq. [these services hereinafter referred to as the "Services"].
- 1.2. Upon agreeing the Service by ordering collection via [www.ppl.cz](http://www.ppl.cz), or by submitting a consignment for shipping at the delivery and dispatch point, if such option is available, the consignor [hereinafter the "Consignor"] agrees with these General Terms. If any third party's claim towards PPL was to be established in relation to the respective Service, it shall be understood that the Consignor have agreed the respective Service also on behalf of such third party. Such third party may typically be, but not limited to, the Shipment recipient [hereinafter the "Consignee"].
- 1.3. "Shipment" means all parcels, which are delivered based on the same Consignment Note, and which may be transported in any manner chosen by PPL, including by road, air or any other mean of transport, unless the Product portfolio sets out otherwise. The term "Consignment Note" (including electronic versions) include any Shipment identifier or any document created by the automated systems of PPL or the Consignor, such as label, bar code, consignment note or waybill. The Shipment consists of one parcel, unless the respective Service does not allow sending multiple units of parcels under the same Consignment Note. Each Shipment is transported on the basis of and subject to the limited liability of PPL for any damage, and each Service is agreed subject to the limited liability of PPL for any damage, all that within the meaning of and in accordance with the provisions of these General Terms. If the Consignor requires a higher level of the Shipment protection for themselves or for the Consignee, such increased level of the Shipment protection may be agreed in individual cases at an additional fee.
- 1.4. The Service includes the PPL's undertaking to arrange for transport of the Shipment from the moment of takeover of the Shipment by PPL to the moment of delivery of the Shipment under these General Terms, and any other additional or auxiliary Services as may be chosen.
- 1.5. The following annexes form integral part of these General Terms: Product Portfolio, Complaint Rules, [including the Rules for Special Handling of Shipments], Information About the Rights of Consumers in Their Capacity as Customers of PPL, Covenant on the Extent of Liability for Damage and its Quantification, Takeover of the Shipment. In the case of any discrepancies between these General Terms, Product Portfolio, Complaint Rules, Covenant on the Extent of Liability for Damage and its Quantification, Takeover of the Shipment and the Price List, the covenants included in the Product Portfolio, Complaint Rules, Covenant on the Extent of Liability for Damage and its Quantification, Takeover of the Shipment and the Price List shall prevail, having the following order of priority: Product Portfolio, Complaint Rules, Information About the Rights of Consumers in Their Capacity as Customers of PPL, Covenant on the Extent of Liability for Damage and its Quantification, Takeover of the Shipment, Price List and General Terms. Any alteration of these General Terms may only be agreed in writing. No general or other terms and conditions of the Consignor or any third party apply to the Services.

## 2. Restricted shipments

- 2.1. The Consignor agrees that the Shipment shall be considered an unacceptable and therefore excluded from transport [hereinafter the "Restricted Shipment"], if:
  - a) It contains a fake, an item violating any intellectual property rights, or anything contradicting the applicable trade restrictions and embargoes, or if it is to be delivered to a prohibited person (included on the sanction list of publicly prohibited persons of UN, EU USA or others) or containing any other items that must not be transported pursuant to the applicable legal regulations or other regulatory restrictions ("Controlled Goods").
  - b) It requires special handling or permit, or if it contains perishable goods or requires monitoring of temperature or moisture;
  - c) It is insufficiently in improperly packed; instructions for proper Shipment packing are provided here: [www.ppl.cz/packing-guidelines](http://www.ppl.cz/packing-guidelines);
  - d) It contains living animals or plants, or human or animal remains;
  - e) It is classified as a dangerous item, prohibited item or an item, transport of which is prohibited according to ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) in relation to shipments transported by road, or by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization) in relation to shipments transported by air, or other competent organisations;
  - f) The consignor, the consignee, or a third party in any way involved (directly or indirectly) in a transaction involving a Prohibited Consignment is a natural person or legal entity or any other entity to which sanctions and/or relevant trade restrictions and/or embargoes of the UN, EU, USA, or other governments and international institutions apply ("Rejected Party");
  - g) Its value exceeds the amount of CZK 50,000 (inclusive of VAT) per Shipment without any higher Shipment protection agreed in accordance with Art. 7, with the limited liability of PPL being always applied pursuant to Article 6 of these General Terms;
  - h) Its value exceeds the amount of CZK 500,000 (inclusive of VAT) per Shipment with a higher Shipment protection agreed, with the limited liability of PPL being always applied pursuant to Article 6 of these General Terms;
  - i) It is of exceptionally high value, such as precious stones, precious metals, artistic or rare items, items of special interest and items of irreplaceable nature, collections, banknotes, coins, activated payment cards and other money cards and valuables, excluding vouchers, top-up vouchers for mobile phones, SIM cards, highway toll coupons, lottery tickets and telephone cards of operators of fixed telephone lines, whose maximum value per shipment does not exceed CZK 150,000 (inclusive of VAT);
  - j) Total value of all Shipments from the same Consignor to be delivered to the same Consignee on the same date, containing the goods according to clause i), exceeds CZK 150,000 (inclusive of VAT);
  - k) It contains weapons or their main parts, ammunition, weapon imitations [including airsoft and paintball weapons];
  - l) It contains easily damageable items and substances, such as alcohol and other valuable liquids in glass bottles, similar fragile packaging, etc., even when the instructions for proper packing of a Shipment have been observed;
  - m) It contains tobacco products;
  - n) It contains extinguishers.

- 2.2. PPL is not obliged to examine whether the Shipment is a Restricted Shipment or not. In the case of any doubt whether a Shipment is a Restricted Shipment or for safety, customs or other reasons set out by legal regulations, and contracts, PPL is authorised to open and check the Shipment content. The person performing delivery is not obliged to be present in checking the Shipment content. Takeover of the Shipment for transport by PPL cannot be considered as a confirmation that the Shipment is not a Restricted Shipment. If the Shipment is a Restricted Shipment, PPL may (i) refuse taking over the Shipment without stating any reasons, and require from the Consignor a Fee for a useless journey to the Consignor up to the full Fee amount according to the Price List, (ii) return the Shipment at the Consignor's costs to the Consignor, or deposit the Shipment for later pick-up by the Consignor or by the authorities involved in criminal proceedings, or (iii) take over the Shipment and transport it without notifying the Consignor, and then request from the Consignor payment of additional Fee for any required special handling (if the Price List includes such Fee), or compensation of harm consisting in the increased costs on the side of PPL. The product portfolio may in relation to a partial Service include other parameters defining the Restricted Shipment.

## 3. Consignor's Obligations

- 3.1. The Consignor has the following obligations:
  - a) Prepare and adequately pack the Shipment in such a way as to ensure its safe transportation when paying normal care in handling via automated systems;
  - b) Adequately mark the Shipment, provide PPL with complete and truthful information about the Shipment and its contents, and include the full address of the Consignee and the Consignor on the Shipment. Any declaration of value provided for customs purposes or any other information purposes shall not be considered as a declaration of interest in a special delivery of the Shipment within the meaning of international transport conventions (e.g. CMR, Montreal Convention), or within the meaning of the rules issued by the UPU (Universal Postal Union), and will not result in extending PPL's liability;
  - c) Adhere to all of its obligations in relation to personal data provided to PPL, including (but not limited to) the Consignee's and the Consignor's data, usually to the following extent: name and surname, delivery and email address and telephone number, for the purpose of proper provision of the Service; and
  - d) Comply with all relevant provisions of customs, import and export legal regulations, sanctions, embargoes export controls as well as other legal regulations issued by governmental authorities or international organisations, and attach to the Shipment any and all documents that may be required within the meaning of the applicable legal regulations. PPL is not obliged to check the accuracy and completeness of such documents. In the case that any of the necessary documents is not available, the Consignor is immediately obliged to submit such a document upon PPL's request, but no later than within five business days. In the case of a delayed submission or failure to submit such document(s), PPL is entitled to treat the Shipment as a Prohibited Shipment within the meaning of Article 2.
  - e) Export classified goods, not hand over any Controlled Goods to PPL and inform PPL in writing without delay if the consignor knows or has reason to believe that a consignment contains Controlled Goods;
  - f) Ensure that delivery to the final designation, any familiar end-user and ultimate use were in line with applicable commercial legislation and that the Consignor, any holding company, the Consignee, and any third party to which a contractual shipment is being delivered, directly or indirectly, is not a Rejected Party;
  - g) Keep records and present information and documents pertaining to their consignments, as required by competent governmental authorities;
- 3.2. The Consignor is obliged to promptly compensate PPL for any harm caused by violation of legal regulations or these General Terms by the Consignor or any third party in connection with the Service. Harm for the purpose of this provision also includes any sanctions, fines and claims filed against PPL by the public authorities as a result of or in connection with any violation of the applicable legal regulations or these General Terms.
- 3.3. If the Shipment is handed over for transportation to a third party, the Consignor shall ensure that the third party meets all of its obligations under the contract and these General Terms and Conditions and their Appendices.
- 3.4. PPL shall be entitled to set off its receivables owed by the Consignor which are more than 5 days overdue against the COD amount collected upon delivery of COD shipments, which it would otherwise be obliged to transfer to the Consignor's account. PPL shall be entitled to suspend transportation of Consignor's shipments if it records receivables owed by the Consignor more than 15 days overdue. Once the Consignor has settled its liabilities, transportation of shipments will be resumed.

## 4. PPL's Services and Obligations

- 4.1. PPL undertakes and is obliged to accept from the Consignor only such a Shipment which complies with the provisions of the General Terms and Conditions and their Appendices and to ensure delivery of the Shipment to the Recipient at the address indicated by the Consignor, at the first lockable door. Address within the territory of the Czech Republic shall be understood to mean an address defined by a post code, the name of the municipality and its part, the name of the street and the house number, accessible by a paved road which meets the requirements for road traffic safety. If the aforementioned is not complied with, PPL shall be entitled to deliver the Shipment to the recipient using an alternative method chosen by PPL (without the Consignor's consent).
- 4.2. Unless the respective Shipment is in the mode "To Consignee only", and if the Consignee is not present at the address provided by the Consignor at the time of delivery, PPL is entitled to deliver the Shipment to a substitute Consignee. Full-aged relatives of the Consignee or other persons present in the premises at the Consignee's address shall be considered as substitute consignees. If the Consignee's address is a place with a central reception point (such as a reception desk or a mail room), PPL shall deliver the Shipment to such a central location.
- 4.3. If it is not possible to deliver the Shipment in the manner according to Article 4.1 or Article 4.2, PPL may deliver the Shipment at its discretion using any of the following alternative delivery methods:
  - a) to an automatic consignment dispenser where the Shipment will be ready for picking up for at least 7 calendar days from the date following the day of the first attempt to make delivery;
  - b) to a mailbox, if the legal rules of the respective country allows delivery to a mailbox;
  - c) to a delivery and dispatch point where the Shipment will be ready for picking up for at least 7 calendar days [in the case of a PPL Parcelshop] and 3 calendar days [in the case of a PPL Parcelbox] from the date following the day of the first attempt to make delivery;
  - d) to a safe place designated by the Consignee; or
  - e) to another person designated by the Consignee.If the Consignee determines the place or person for alternative delivery of the Shipment, it shall be understood for the purpose of this Article that the Consignor has authorized the Consignee to designate the place or person of the receipt and/or for alternative delivery of the Shipment.

- 4.4. PPL is authorized to use electronic devices to prove delivery and/or receipt of the Shipment. Such electronic documentation represents a sufficient proof of the receipt and/or delivery.
- 4.5. If the Shipment is a Restricted Shipment or has been undervalued for customs purposes, if the Consignee cannot be identified or located even when exerting reasonable efforts, or if the Consignee declines to pay the Fees, customs duty, taxes or COD amount in relation to the Shipment, PPL shall exert reasonable efforts to return the Shipment to the Consignor at the Consignor's cost **in the case of Prohibited Shipments and outstanding Fees, only if no other course of action is chosen pursuant to Art. 2.2 or 5.2** and, if the aforementioned is not reasonably feasible, the Shipment may be freely disposed of in accordance with the provisions of the applicable legal regulations and the Complaint Rules published on the website [www.ppl.cz/complaint-rules](http://www.ppl.cz/complaint-rules) or it may be sold, without any liability being established for PPL towards the Consignor or any other person in respect thereto, and such yield from sale shall be used to reimburse the customs duty, taxes, Fees and any other costs relating to the Shipment, and the balance of the yields from sale shall be returned to the Consignor. If allowed by the applicable legal regulations, PPL has the right to destroy any Shipment, returning of which to the Consignor is forbidden in accordance with applicable **náš svět jsou vaše zásilky** legal regulation, as well as any Shipment containing dangerous goods and perishable goods. More details are provided in the Complaint Rules.
- 4.6. PPL shall exert reasonable efforts to deliver the Shipment within the periods specified for the individual Services in the Product Portfolio. However such periods are not binding or enforceable.
- 4.7. PPL is entitled to choose at its own discretion the transport route, and to perform any part of the Service based on subcontracts with contractual partners.
- 4.8. Additional details of PPL Services are available, including the respective delivery options, on [www.ppl.cz](http://www.ppl.cz) or at any PPL's delivery and dispatch point.

## 5. Fees for Services and Official Fees

- 5.1. Price of transport and other Services (hereinafter the "Fees") shall be charged, and the Consignor will be obliged to pay the Fees, in accordance with the currently applicable PPL's rate list of Fees available on [www.ppl.cz/price-list-company](http://www.ppl.cz/price-list-company) and [www.ppl.cz/price-list-parsonal](http://www.ppl.cz/price-list-parsonal) (hereinafter the "Price List"). Unless otherwise quoted in the Price List, the Fees are charged inclusive of VAT. Unless otherwise specified, the Fees do not include any additionally assessed taxes and customs duties (hereinafter the "Official Fees"). The right to be paid the Fee is established at the moment the Shipment is handed over to PPL for transport; this is without prejudice of the obligation to pay the Fee for a useless journey. The Consignor is obliged to pay the Fees and the Official Fees.
- 5.2. The Consignor is obliged to adequately inform the Consignee about its payment obligations in relation to the ordered Service. Upon PPL's request and at the moment of delivery of the Shipment at the latest, the Consignee shall pay PPL the Official Fees, if they are payable by the Consignee according to legal regulations. The Consignee shall also pay PPL all Fees not paid by the Consignor, if represented by PPL for any of the Services. If the Consignee declines to pay the Official Fees or the Fees contrary to these General Terms, it shall be considered as a refusal to accept the Shipment; the Consignor is obliged to pay such due sums jointly and severally with the Consignee. If the Consignee or Consignor does not pay these outstanding amounts, PPL is entitled either (i) to return the Shipment to the Consignor at the Consignor's expense, or (ii) to deposit the Shipment at the Consignor's expense to be timely collected by the Consignor, or (iii) if permissible pursuant to the applicable legal regulations, destroy the Shipment without incurring any liability to PPL or to any other person. **or (iv) proceed in accordance with the provisions of Para. 4.5.** For the conditions of the Shipment destruction, the Complaint Rules shall be applied accordingly.

## 6. Liability of PPL

- 6.1. PPL's liability for any harm in relation to any Shipment is strictly limited as follows: a) In relation to cross-border Shipments transported by road transport (being considered as a standard form of transport) as well as to cross-border Shipments transported by air (including the auxiliary road transport and stopovers), and also to domestic Shipments (if no other prescribed limits exist in the applicable legal regulations), the damage shall represent: i) in the case of damage to the Shipment, the reasonable costs of repair necessary to put the Shipment into the original condition, including the costs of disassembly and reassembly of the item. The price of remains of the substituted parts convertible to money and usable shall be deducted from such costs. If the damaged Shipment is not repaired and is usable for the original purpose even with the incurred damage, then the Consignor shall be entitled to a compensation of damage in the amount of the difference between the price of the Shipment before the damage and after the damage. The price of the damaged Shipment is the amount determined by the Expert's Opinion, or the net proceeds from the sale of the damaged Shipment, (ii) in the case of destruction or loss of the Shipment, the actual value of the Shipment at the moment the Shipment is accepted for transport, or any part thereof, if only a part of the Shipment is lost or destroyed.
- 6.2. PPL's liability for damage in the case of domestic transport is strictly limited under any circumstances to the maximum amount of 50,000 CZK (including VAT) per Shipment, **with the exception of cases where explicitly determined otherwise for Partial Services in the Product Conditions or Arrangements on the scope of liability for damage and its determination.**
- 6.3. PPL's liability for damage in the case of cross-border transport is strictly limited under any circumstances to the maximum amount of 100,000 CZK (including VAT) per Shipment, except for cases where it is expressly stipulated otherwise for the partial Service in the Product Portfolio.
- 6.4. The maximum liability of PPL pursuant to Articles 6.2 and 6.3 may be increased by agreeing the Increased Shipment Protection Fee in accordance with **article 7** of the General Terms; in such case the liability is limited to the agreed amount, however up to CZK 500,000 (inclusive of VAT) per Shipment at maximum.
- 6.5. The liability of PPL for any damage is furthermore strictly limited to actual direct damage to the Shipment subject to the limits referred to in Article 6. PPL's liability for non-proprietary harm and other types of consequential damage (such as lost profit, loss of business opportunity, loss of goodwill, rights of the third parties, **costs associated with filing of the complaint** or any other consequential damage) is excluded, including where PPL has been notified in advance of the risk of such harm.
- 6.6. PPL is not responsible for any harm caused due to loss of or damage to:
- a) Restricted Shipment, **even if Increased Shipment Protection has been arranged for this Prohibited Shipment (if its nature as a Prohibited Shipment persists despite arrangement of this Increased Shipment Protection), this being in view of the fact that PPL is not entitled to check the content of the Shipment before arrangement of Increased Shipment Protection.**
  - b) Shipment that has not been packed in the manner set out in these General Terms.
- 6.7. The covenants of this Article 6 shall be interpreted as a waiver of the right of the authorised person towards PPL to be compensated for the damage caused to the authorised person in the amount exceeding the agreed amount of the limited liability for harm. The authorised person declares in this context that: (i) it is not a so-called weaker party within the meaning of the relevant provisions of the Civil Code.

**6.8.** Detailed procedure for filing complaints and complaint deadlines is determined in the Complaints Procedure and the Information About the Rights of Consumers in Their Capacity as Customers of PPL.

## 7. Increased Shipment Protection Fee

- 7.1. If the Consignor considers the extent of liability for damage pursuant to Article 6.2. or 6.3 as insufficient, it may make a special written declaration of the Shipment value exceeding such value using the form available on the website [www.ppl.cz/increased-liability](http://www.ppl.cz/increased-liability) and pay the Increased Shipment Protection Fee. Such declaration, if in accordance with these General Terms, along with payment of the Increased Shipment Protection Fee, is considered as agreement on the extended liability of PPL for damage (hereinafter the "Increased Shipment Protection"). The increased Shipment protection does not modify any provision of Article 6, except for Articles 6.2 and 6.3. The Shipment must always fulfil the conditions of the General Terms.
- 7.2. Additional details of the Increased Shipment Protection Fee in relation to the individual Services are provided in the Price List.

## 8. Customs Clearance

PPL may perform any of the following acts for the purpose of providing its Services, representing the Consignor:

- a) Complete any documents, change any codes of goods and pay any customs duties or taxes, payment of which may be required according to the applicable legal regulations;
- b) Act as the Consignor's carrier for the purpose of customs and export inspections, and as a Consignee exclusively for the purpose of appointment of a customs agent in charge of customs clearance and entry of the goods;
- c) Redirect the Shipment to a Consignee's representative in charge of customs clearance and entry of the goods, or redirect the Shipment to another address based on request by any person, who PPL reasonable considers as a person having the required authority.

## 9. Waiver of PPL's Liability

PPL will be released from liability for damage, if PPL proves that the damage was caused by circumstances beyond PPL's control. Such circumstances include, but are not limited to, the following: (i) electrical or magnetic damage or deletion of electronic or photographic images, data or records, (ii) any defect or property relating to the type of Shipment **or its natural condition**, even if PPL knew of it, (iii) any act or omission of a person who is not an employee or contractual partner of the PPL (such as Consignor, Consignee, third party, representative of customs authority or any other public authority); (iv) any event of force majeure (e.g. earthquake, storm, thunderstorm, flood, fog, snow calamity, war, road vehicle crash, embargo, riot, civil unrest or strikes, computer viruses, epidemic, pandemic, shortage of labour, materials, or services, and inability to obtain or a delay in obtaining supplies; third-party cybernetic threats or other threats related to information security, and any other defences available pursuant to applicable legislation, events beyond reasonable control of PPL); and (v) any other means of defence or exclusion of liability under the applicable legal regulations.

## 10. Personal Data Protection

- 10.1. In relation to performance of the Contract and provision of the Service, the Consignor transfers to PPL the personal data of third parties, in particular the personal data of the Consignor or the Consignee, e.g.: name, surname, address, telephone number and e-mail address (hereinafter the "personal data of third parties").
- 10.2. The Consignor declares that the personal data of third parties has been obtained in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC (hereinafter "GDPR"), provided the third party with any and all information pursuant to GDPR, and fulfilled all GDPR obligations so that the personal data of the third parties could be passed on to PPL, and PPL could properly perform its rights and obligations under the Contract. Should the Consignor's statement in the previous sentence prove to be untrue or misleading, the Consignor undertakes in accordance with Section 2890 et seq. of CC to reimburse PPL for any damage that PPL incurs.
- 10.3. PPL is authorized to process and will process the personal data of third parties in the position of a personal data controller for the purpose of transport and tracking of Shipments, customer support, fulfilment of its legal obligations, statistics and reviews, internal control and registration and protection of its legal claims.
- 10.4. In connection with performance of the rights and obligations resulting from the Contract, PPL is authorized to hand over or otherwise make available the personal data of third parties to the contractual partners of PPL who ensure for PPL, in particular, the transport, collection, handling, delivery or storage of the Shipment for the purpose of delivery within the meaning of and in accordance with the personal data processing principles under Article 10.6.
- 10.5. Depending on the method the Service has been agreed, PPL undertakes to disclose to the Consignor and to allow using the secured interface for transferring the personal data of third parties to PPL. The Consignor is responsible for securing the personal data during the transfer to PPL otherwise than by using the secured interface. PPL applies the appropriate technical and organizational measures to protect the personal data transferred to third parties from any accidental or non-permitted destruction or accidental loss, alteration, unauthorized disclosure or access.
- 10.6. Further information and the personal data processing policies are available on PPL's website - Personal Data section.

## 11. Miscellaneous

- 11.1. Invalidity (nullity) or impossibility to enforce any provision of these General Terms has no effect on the remaining provisions of these General Terms.
- 11.2. In the case of a consumer dispute between PPL and the Consignor, 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 Czech Trade Inspection Authority will be competent for resolution of consumer disputes resulting from the forwarding contracts with its registered office at Štěpánská 567/15, 120 00 Prague 2, [www.coi.cz](http://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/>.
- 11.3. Any disputes, claims or any discrepancies resulting from or relating to the Contract, which are subject to a controversy between the parties (including the issues concerning the Contract's validity, effectiveness and interpretation) shall be submitted for decision to the competent court of the Czech Republic to the extent permissible by legal regulations.
- 11.4. PPL is entitled to unilaterally alter the wording of these General Terms as well as any parts hereof. If PPL makes a change in these General Terms, it shall publish the new version of the General Terms on the website [www.ppl.cz/terms-and-conditions](http://www.ppl.cz/terms-and-conditions), section Commercial Terms and Conditions, such change being effective ten (10) days after it is published. The effective date shall be indicated in the new version of the General Terms.

Additional information about the Services is available on PPL's website ([www.ppl.cz](http://www.ppl.cz)) or at the Customer Centre of PPL.

The validity of the General Terms and Conditions is given by their date of issue, i.e. from **1. 10. 2021**.