

## 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 incurred due to the loss, damage, or shrinkage of a postal consignment by PPL shall mean liability solely to the extent agreed **in the agreement.**
  - 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.
  - It shall be understood that as long as a shipment has not been delivered, the Consignor shall be entitled to damages; after its delivery, that right shall pass to the addressee.

### 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. If a damage claim is lodged towards PPL by a VAT payer, it shall be claimed exclusive of VAT.

### Filing a complaint

1. The Customer is the only person entitled to file a claim.
2. Any complaint must be reported:
  - Via internet interface at: <https://www.ppl.cz/reklamace>; 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 price. The aforementioned obligation shall only apply in the case where the damage is settled to the full amount of the Shipment's price 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. 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.
6. 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 gets the opportunity to dispose of the Shipment or the respective part thereof; if the Shipment was found by the Customer, the Customer 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 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 in time, unless otherwise evident from mandatory provisions of the law.

### **Complaint filing period and notification duty**

1. A complaint must be filed without undue delay after the reason for the complaint has been established.
2. In the case of loss of a Consignment, the Customer shall make (submit) a claim within thirty (30) days of the submission of the Consignment to PPL. In the event of another breach of contract, the Customer shall make (submit) a claim within thirty (30) days of having learned of that breach of contract.
3. In the case of a partial loss or damage to a Shipment which are not evident, the Customer shall first notify that fact to PPL within seven (7) business days of the delivery of the Shipment within the framework of the period set out in paragraph (2) of this Article, otherwise PPL is not obliged to accept the complaint.
4. The rights from a postal agreement shall be time-barred upon the expiration of one 1 year from the posting of the Shipment.
5. PPL shall not perform based on time-barred claims.

### **Extrajudicial resolution of disputes**

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, 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 complaint 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. 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> and at every establishment such change becoming effective thirty (30) 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.
3. The claims of a Customer who is not a consumer arising from any breach of PPL's conditions for the transport of a Consignment as defined in the GBTC and annexes thereto, in particular in the Product Terms and Conditions, unless the deviation from the agreed terms is due to steps taken by the Customer, the nature of the Consignment, or the actions of a third party for which PPL is not liable and which it was unable to prevent, shall be governed, mutatis mutandis, by the part Special Provisions of these CR, designated as "INFORMATION ABOUT THE RIGHTS OF CONSUMERS AS PPL CUSTOMERS", namely paragraph titled "Rights arising from defective performance".

## Special provisions of the CR

# 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 relationships between PPL and its Customers **who are** as customers, in the position of consumers, i.e., individuals acting in that relationship outside of the scope of their business or outside of the scope of the independent performance of their occupation.

## 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 by this **special provision of the CS** shall not include damage caused to a Consignment.
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 Rules of PPL CZ s.r.o., version 01\_2022, effective as of 01/04/2022

### 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 delivery 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. A customer shall not be entitled to set off any right to a financial amount arising from his rights based on defective performance against PPL's right to payment of the price of its **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](http://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.
3. PPL has undertaken to adhere in the provision of its Services to a Code of Ethics available on PPL's website.
4. The Customer shall not be entitled to withdraw from the agreement concluded within PPL within fourteen (14) days of the conclusion of the agreement without cause pursuant to Section 1829 et seq. of the Civil Code as the Services will be provided before the expiry of that period; the Customer understands and agrees that the Services will be provided prior to the expiration of the period for withdrawal from the Agreement (Section 1837 (a) of the Civil Code) and that consequently, the Customer shall not have the right to withdraw from the Agreement pursuant to Section 1829 et seq. of the Civil Code.

# 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 storage of the Consignment for a maximum of seven (7) days (for storage at a PPL depot) or for a maximum of seven (7) days in the event of storage at a PPL Parcelshop submission and delivery point, or for a maximum of three (3) days in the event of storage at a PPL Parcelbox submission and delivery 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.
  - c) In the cases specified in Article 4.5. of the GBTC.
- 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). Where the net yield has not been provided, the Consignor shall be entitled to request its provision within one (1) year of the posting of the Shipment; after the expiration of this period in vain, the right to the provision of the net yield shall expire and PPL may retain the 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 GC as a Restricted Item or as an item, whose transport is not permitted for any other reason;
- c) The Shipment is damaged, e.g., its packaging is disrupted or shows signs of damage to the content, for example the content is leaking, it can be heard during handling that the content is broken, etc.;
- d) There is a justified concern that any harm has occurred or might occur before delivery of the Shipment; or
- e) It is necessary to observe the obligations imposed on PPL by a legal regulation or contract.

3.2. PPL shall inform the addressee about the opening of the shipment when delivering it, or the Consignor when returning it.

3.3. 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, as well as protection of postal and letter secrecy.

3.4. In view of PPL's obligation to inform about the opening of a Consignment, a Consignment shall be sealed with a sticker with a PPL logo specified in Annex 1 to these CR in the event that the Consignment had to be opened.

### 4. Shipment liquidation

4.1. PPL is entitled to arrange for liquidation of the Shipment or any part of it (in addition to the cases specified in the GTC) 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> and at each establishment, such change becoming effective thirty (30) 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.

## Annex 1

### Label

**UNPACKED AND PACKED BY  
A PPL EMPLOYEE**

DATE:

