

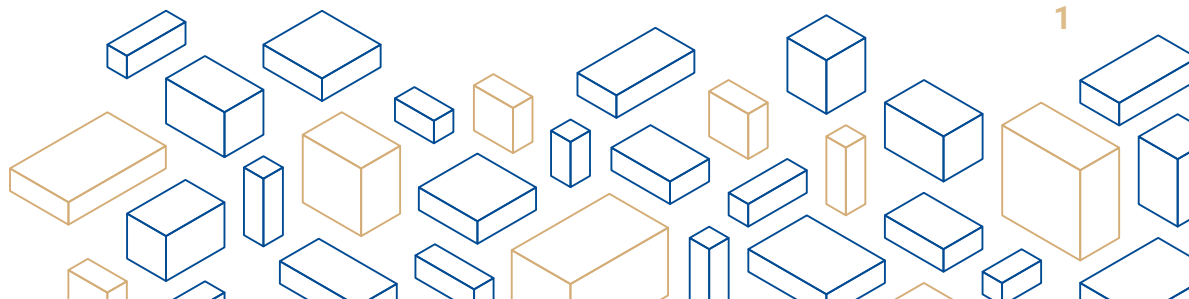
# COVENANTS ON EXTENT OF LIABILITY FOR DAMAGE AND ITS QUANTIFICATION

## Introduction and definition of terms

1. This covenant on the extent of liability for damage and its quantification ("Covenant") forms an integral part of the General Terms and Conditions for Delivery of PPL Shipments ("General Terms"). In the case of any
2. Unless otherwise agreed in this Covenant, the terms with initial capital letters shall have the meaning specified in the General Terms.
3. PPL is liable for damage incurred in the provision of postal services to the extent stipulated by the Act on Postal Services and by commercial conditions. PPL shall be liable for damage incurred in the period from the submission to the delivery of a Service or its return due to proven **fault** of PPL. PPL shall not be liable for any other damage unless the commercial conditions explicitly stipulate otherwise. PPL is exempt from all liability for an item that is not permitted to constitute the contents of the Service. Furthermore, PPL shall not be liable for its failure to comply with the obligations arising from the agreement (a) due to causes on the part of the consignor **or the consignee**; (b) due to an unavoidable event; (c) due to measures taken abroad pursuant to a regulation applicable abroad or on its basis; (d) due to external circumstances that were not caused by PPL or its foreign associate and that PPL or its foreign associate was unable to detect in the ordinary course of business or prevent them with due care, as specified in detail in the business terms and conditions.

## Specific covenants on the extent of liability for damage in relation to certain products

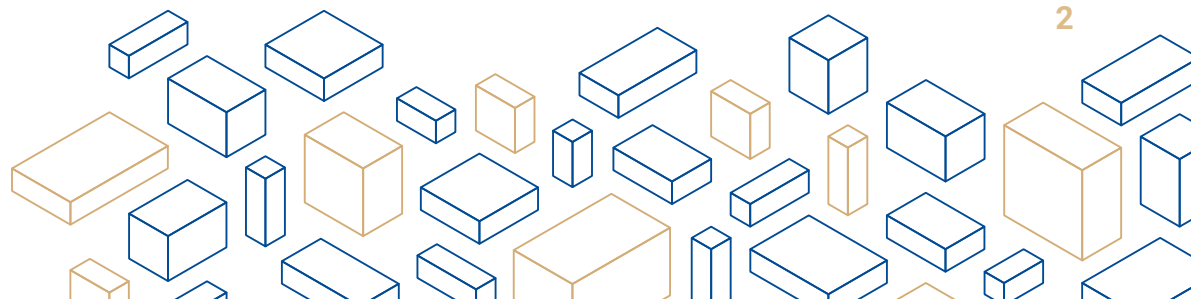
1. In relation to the products PPL PARCEL FORYOU CZ, **PARCEL FORYOU** INTERNATIONAL, and PPL PARCEL CZ SMART, PPL's liability for damage shall be, in deviation from Article 6.2 of the General Terms and Conditions, in all circumstances strictly restricted to the amount **specified in the Product Terms and Conditions.**



3. For the products of PPL PARCEL FORYOU CZ and **PARCEL FORYOU** INTERNATIONAL, article 6.4 of the General Terms shall not apply.
4. For the products of PPL PARCEL CZ SMART, the scope of liability may be increased pursuant to Article 6.4 of the General Terms

### **Consignor's obligations to prevent damage**

1. The Consignor is obliged to properly pack the Shipment depending on the content of the transported Shipment so that:
  - a) The Shipment's content shall be secured against any movement so as the Shipment packaging will provide sufficient protection, particularly for any fragile parts of the Shipment content;
  - b) for items enumerated in Article 2.1(i) of the General Terms and Conditions (if their transport in a **Consignment is permitted**), it was not visually obvious what the content of the Consignment was and shall package such items in security envelopes or packaging sealed with the Consignor's unique security tape;
  - c) The shipment will not jeopardize other shipments transported at the same time, means of transport in use, warehousing premises, delivery establishment or means of mechanised load handling;
  - d) The Shipment will not be dangerous for life, health and safety of persons coming into contact with the Shipment, and will allow transport of the Shipment (under the normal prudence and professional care) in layers of parcels on the loading area of the means of transport;
  - e) The Shipment will only consist of a single parcel, unless it is permitted for a specific product and in accordance with its definition that the Shipment may consist of a bunch of parcels.
2. The Consignor is obliged, if the nature of the shipment content requires it, to mark the shipment with the appropriate warning label specifying the method of the shipment handling. In the case of absence of any unambiguous shipment labelling (for example, if there are multiple warning labels attached to the shipment, whose meaning is not mutually compatible), the shipment is



deemed not to require a special handling. Other warnings than the affixed warning labels or warning symbols printed directly on the original packaging of the Shipment shall not be taken into account by PPL, except for the inscription "TO BE PICKED UP IN PERSON".

3. Details for the packaging of Consignments are given in the guidelines for proper packaging of Consignments which are available here: <http://www.ppl.cz/spravne-zabaleni-zasilky>.

### Special cases of damage quantification

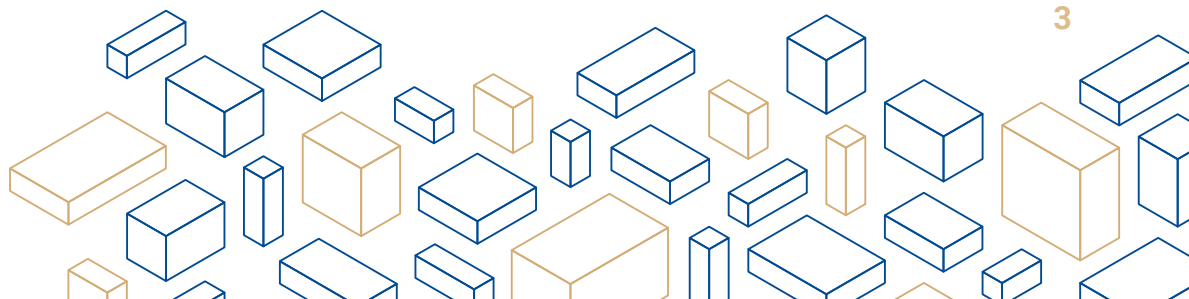
1. Where the invoice in foreign currency is the basis for determining the value of the damaged or missing content of the Shipment, the amount stated on such invoice shall be calculated based on the exchange rate announced by the Czech National Bank as applicable on the date of takeover of the shipment by PPL for transport.
2. In the case of damage to an older, used or worn out item included in the shipment, the actual value of the item at the time of transportation will be calculated from the original purchase price minus the age of the item (maximum amortization according to the coefficients specified in Annex 1 to this Covenant), damage, and wear and tear of the item. The amount of damages shall be calculated according to the aforementioned rules from the value of the item at the moment immediately preceding occurrence of the damage.

### Waiver

1. PPL shall not be liable for damages in excess of an amount determined in line with this Agreement, **in this Agreement, or in the General Terms and Conditions or annexes thereto**, and this provision shall serve as a waiver of the Entitled Person's right to damages in excess of that scope.
2. 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

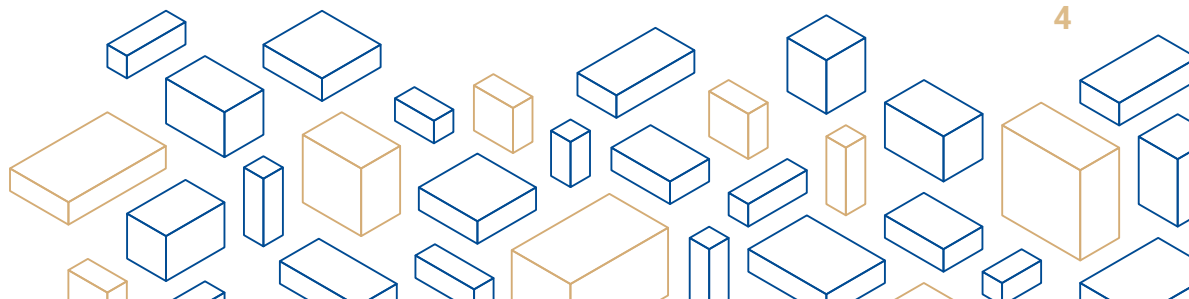
### Obligation to cooperate

1. In the case of a suspected criminal offence committed in connection with providing the Service, both the Consignor and the Recipient are required to cooperate, and to forward without undue delay any and all information needed for quick seizure of the offender. This obligation applies both to cooperation with PPL and cooperation with law enforcement authorities.



## Miscellaneous

1. Invalidity (nullity) or no enforceability of any provision of this Covenant shall have no effect on the remaining provisions of this Covenant.
2. PPL is authorised to unilaterally change the wording of this Covenant at any time. If PPL makes any change in this Covenant, the new version of Covenant shall be published on Internet address <https://www.ppl.cz/liability-for-damage>, such change becoming effective thirty (30) days at the earliest after it is published on internet address: <https://www.ppl.cz/liability-for-damage> The effective date shall be indicated in the new version of the Covenant.



## ANNEX No. 1

### Amortization chart PPL CZ s.r.o

#### AMORTIZATION GROUP 1 - age of item (years) / MINIMAL VALUE (%)

0,0	0,5	1,0	1,5	2,0	2,5	3,0	3,5	4,0	4,5	5,0	5,5	6,0	6,5	7,0	7,5	8,0	8,5	9,0	9,5	10
100	100	100	85	85	70	70	55	51	48	45	41	39	36	34	31	28	28	25	20	10

electronics (TV, DVD. video, camera, speakers, cameras. etc.). including white electronics

electrical appliances (mixers, hair dryers, vacuum cleaners. etc.)

tools - electric hand tools (drills. grinders. etc.), tools - mechanical (saws. hammers. etc.)

electromaterials and other spare parts. accessories (fluorescent lamps. swishes. distributors. screws, nuts. etc.)

record carder (CD. VIDEO.DVD)

common musical instruments

#### AMORTIZATION GROUP 2 - age of item (years) / MINIMAL VALUE (%)

0,0	0,5	1,0	1,5	2,0	2,5	3,0	3,5	4,0	4,5	5,0	5,5	6,0	6,5	7,0	7,5	8,0	8,5	9,0	9,5	10
100	86	78	71	65	59	54	50	45	42	38	35	33	30	27	26	24	22	21	20	10

furniture and other accessories, household goods

rubber + wheels

kitchen goods (pots. glass, porcelain)

car parts, connecting materials

toys - PS games, bicycle, sporting goods (skis, helmets. etc.)

baby prams

#### AMORTIZATION GROUP 3 - age of item (years) / MINIMAL VALUE (%)

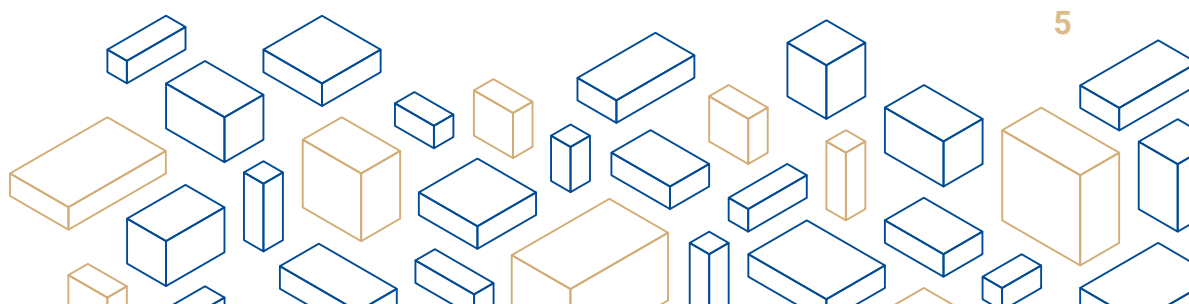
0,0	0,5	1,0	1,5	2,0	2,5	3,0	3,5	4,0	4,5	5,0	5,5	6,0	6,5	7,0	7,5	8,0	8,5	9,0	9,5	10
100	100	100	85	85	70	70	42	38	35	31	29	26	24	22	21	19	17	15	13	10

mobile phones + accessories

computing (PC. notebooks. printers. faxes. PC cards. etc.)

Covenants on liability for damage and its quantification, version 1\_2023, effective as of 01/07/2023.

**Náš svět  
jsou vaše  
zásilky**



**AMORTIZATION GROUP 4 - age of item (years) / MINIMAL VALUE (%)**

0,0	0,5	1,0	1,5	2,0	2,5	3,0	3,5	4,0	4,5	5,0	5,5	6,0	6,5	7,0	7,5	8,0	8,5	9,0	9,5	10
100	76	61	50	41	34	29	25	21	19	17	16	15	14	13	13	12	12	12	12	10

textiles - clothing, textiles bed and lining

office supplies, toys mechanical, toys - electric

**AMORTIZATION GROUP 5 - age of item (years) / MINIMAL VALUE (%)**

0,0	0,5	1,0	1,5	2,0	2,5
100	65	44	29	18	10

drugstore + cosmetics, colors, clothing - sportswear, personal lingerie

**DAMAGE AND WEAR:**

In the case of sending a parcel to a service. the value of the content is reduced by 20% compared to the purchase price. This does not apply if this is a statutory warranty service.

**COMMENT:**

For items not listed in these amortization tables or whose character is out of the ordinary goods the amortization rates will be determined individually.

Amortization will not be applied to unused goods whose price does not affect the time that has elapsed since the invoice was issued (e.g. Use goods do not lose value over time).

