

GENERAL TERMS AND CONDITIONS

KOLOS s.r.o. – e-commerce

Effective from 1 May 2026 · Company ID 31 393 039 · VAT ID SK2020305364

These General Terms and Conditions of KOLOS s.r.o., Company ID 31 393 039, VAT ID SK2020305364 (hereinafter the “GTC” or the “Terms and Conditions”), set out the conditions under which the Provider arranges for Senders the collection, carriage and delivery of consignments through Carriers, or performs these services using its own resources, as well as the mutual rights and obligations of the contracting parties. The contractual relationship between the Provider and the Sender is a forwarding contract pursuant to Section 601 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended.

1 General Provisions

1.1 Consignments of the delivery service are domestic or international Consignments. They are collected, dispatched, carried and delivered by the fastest possible means. The service is provided in each EU country by a different company (hereinafter the “company” or the “Carrier”).

1.2 Within the scope of carriage, the Provider offers the following services:

1.2.1 Services without a guaranteed delivery time

- Delivery service
- BOX service
- Pickup Point service
- Post service
- Return service

1.2.2 Services with a guaranteed delivery time

- services expressly designated in the Price List as services with a guaranteed delivery time (e.g. express delivery or delivery by a specified time)

1.2.3 Additional services

- Cash on Delivery
- Return Document
- Telephone Notice
- SMS Notification
- other additional services listed in the Price List

For services without a guaranteed delivery time, the delivery times stated in the Price List are estimates and are not binding; exceeding them does not constitute a breach of the Provider’s obligations.

1.3 Consignments are collected by authorised Carriers in the individual countries and at locations agreed with the Sender.

1.4 The acceptance, collection, carriage and delivery of Consignments and the setting of carriage rates are ensured by the Provider in accordance with these Terms and Conditions.

1.5 Definitions

Carrier	The companies that carry out the collection, carriage and delivery of Consignments in the countries of collection or delivery.
Provider	KOLOS s.r.o.

Customer	Any natural or legal person who has ordered the collection, carriage and delivery of a Consignment from the Provider.
Recipient	The person to whom a Consignment handed over for carriage by the Sender is addressed and who is identified on the Consignment as the Recipient.
Sender	The person identified on the Consignment as the Sender.
Parcel	An item accepted by the Carrier or the Provider for carriage, which it undertakes to carry from a specified place (place of dispatch) to another specified place (place of destination).
Consignment	A letter item, Parcel or other item accepted by the Carrier or the Provider for carriage, which it undertakes to carry from the place of dispatch to the place of destination. A single Consignment may also consist of several Parcels handed over for carriage on the same day, at the same time, by the same Sender for the same Recipient.
Cash on Delivery	A cash-on-delivery Consignment, i.e. a Parcel or set of Parcels accepted by the Carrier or the Provider for carriage for the purpose of delivery, for which the Carrier is obliged, on the Sender's instructions, to collect the relevant amount from the Recipient. Upon delivery of the Consignment, this amount becomes a receivable of the Sender against the Carrier, and the Carrier shall remit it to the account designated by the Sender or is entitled to set it off against any receivable it has against the Sender.
Contractual Partner of the Provider	An entity that has concluded a valid cooperation agreement with the Provider for the Delivery, BOX, Pickup Point or Post service, for the personal drop-off and personal collection of Consignments.
Service Agreement	An agreement concluded in writing between the Sender and the Provider pursuant to Act No. 513/1991 Coll., the Commercial Code.
BOX	An automated self-service device consisting of storage lockers intended for depositing Parcels and their subsequent collection by Recipients. Collection is made by entering the PIN code sent to the Recipient by SMS and the relevant mobile phone number.
SMS Notification	Sending information relating to the delivery of a Consignment, to the extent determined by the Carrier, to the mobile phone number provided to the Provider by the Sender.
Email Notification	Sending information relating to the delivery of a Consignment, to the extent determined by the Carrier, to the email address provided to the Provider by the Sender.

2 Transit Times

- 2.1** For Consignments sent using the Delivery service, distribution means delivery, or notification of attempted delivery, to the Recipient's address within the estimated time, usually D+X, where X is the number of delivery days counted from day D, i.e. the day on which the Consignment is accepted at the agreed place. Details for individual countries are set out in the Service Agreement.
- 2.2** Notification of delivery means leaving a written or electronic notice for the Recipient of an unsuccessful delivery attempt.
- 2.3** The Carrier is not obliged to contact the Recipient of the Consignment by telephone unless the Sender uses the Telephone Notice service.
- 2.4** The Provider is not obliged to provide services that the Sender has not ordered.
- 2.5** The Sender acknowledges that the Provider will use the Recipient's data only to the extent provided by the Sender and solely for the purpose of delivering the Consignment.

3 Shipping Conditions

- 3.1** Consignments may be sent to any address within the EU. An address consists of the details used to deliver the Consignment. The address includes the first name and surname, or the full business name, of the Recipient and the Recipient's place of residence or registered office (place of business), specified by the name of the municipality, the street name (if the municipality is divided into streets) and the building or street number. Consignments cannot be sent to P.O. Boxes.
- 3.2** The weight of a single Parcel (piece) must not exceed 31.5 kg. The length of a single Parcel must not exceed 175 cm, and the sum of its girth and length must not exceed 300 cm (girth length = length of the longest side + twice the sum of the shorter sides). If a Parcel exceeds the above weight or dimension limits, the Provider reserves the right to refuse the Consignment or to return it to the Sender. The maximum dimensions and weights for individual countries are set out in the Service Agreement.
- 3.3** The Provider is entitled to charge a surcharge for:
- a) Heavy Parcel** – each Parcel of a Consignment weighing more than 30 kg;
 - b) Additional Handling** – each Parcel of a Consignment whose length exceeds 200 cm, and/or which is unpacked, and/or which is not secured or packed in a manner appropriate to its weight, size, shape, nature of contents and fragility, and/or whose contents are, by mutual agreement between the Provider and the Sender, ADR Goods, and/or which requires handling by two persons, and/or which requires additional packing by the Provider.
- 3.4** The Provider is entitled to charge the surcharges under clause 3.3 for each of points a) and b) separately. The individual surcharges for additional handling are set out in the applicable Price List or in the Service Agreement.
- 3.5** If the Provider accepts for carriage a Parcel requiring additional handling under clause 3.3, it reserves the right to use third-party services for such Parcel at the Sender's expense. In such cases, the Provider does not guarantee compliance with the usual transit time or with other carriage standards under these Terms and Conditions.
- 3.6** Delivery to BOXes – the maximum weight of a single Parcel is 30 kg. In the case of BOXes, a Consignment may consist of only one Parcel. Maximum dimensions of the storage lockers:

Locker	Size	Dimensions (cm)
BOX A	small	8 × 38 × 64
BOX B	medium	19 × 38 × 64
BOX C	large	41 × 38 × 64

- 3.7** Each Parcel must be packed and sealed in a manner appropriate to its weight, shape and nature, as well as to the method and duration of carriage. The Parcel must be secured so that it can be handled by one person and so that the risk of damage during transport on a roller conveyor is minimised. The packaging and closure must protect the contents against pressure, temperature changes and damage caused by repeated handling, and must be such that the contents cannot be accessed without leaving visible traces. The individual items in each Parcel must be wrapped separately in protective material and arranged so that they are sufficiently protected from impact against one another (e.g. by filling the spaces between them). Cushioning material must be placed at the bottom and top of the package. Binding several Parcels or items together into a single Consignment is not permitted.

The Sender is responsible for the correct and adequate packaging of the Parcel, as well as for any damage that may arise from the use of defective, damaged, unsuitable or insufficient packaging.

- 3.8** Marking a Parcel as "Fragile" does not relieve the Sender of responsibility for proper packaging. The marking draws attention to the need for careful handling; however, a Parcel so marked must still be packed

thoroughly. The Provider is not obliged to follow orientation markings on Parcels (e.g. an “Up” arrow or a “This Side Down” label) when handling them.

- 3.9** Goods sent for repair or exchange, or goods whose damage is the subject of a claim by the Sender or the Recipient, must always be sent in their original packaging, and the Sender must remove all previously used shipping labels from the packaging.
- 3.10** When sending liquids, plastic containers should be used in preference to glass containers, and absorbent material must be placed around the containers. Where glass containers are used, special cardboard packaging designed for the transport of liquids must be used.
- 3.11** Each Parcel must be packed and sealed so as not to endanger the health of the personnel of the companies in the delivery chain, to exclude any risk of injury to persons handling it, and not to soil or damage other Parcels or the equipment of the processing companies.
- 3.12** The following are excluded from carriage:
- unpacked Parcels and Parcels that are not secured or packed in a manner appropriate to their weight, size, shape, nature of contents and, in particular, fragility;
 - Parcels lacking details of the Sender or the Recipient, and visibly damaged Parcels;
 - Parcels containing money, cheques, stamps and other valuables, jewellery (except jewellery and watches with a retail value of up to EUR 100 per Parcel that do not contain precious metals or precious stones), precious metals, credit cards, identity documents, securities, precious stones, pearls, works of art, collections and antiques;
 - live flowers, glass and fragile items without rigid packaging, live animals, human and animal remains, medical waste and biological material;
 - liquid paints, adhesives and other liquid substances that may be damaged during carriage or may damage or spoil other Parcels or the Carrier's equipment;
 - weapons, firearm ammunition, organic peroxides, radioactive material, and explosive, flammable, self-igniting, oxidising, toxic, infectious, corrosive and other substances hazardous to health;
 - items that could be subject to natural deterioration (spoilage) during carriage, e.g. perishable foodstuffs and other similar items of a biological nature (the Provider is not liable for any damage arising as a result);
 - narcotics, intoxicating and psychotropic substances, pornography, palletised Consignments, Parcels exceeding the limits under clause 3.2, and Parcels bound together;
 - items and substances whose carriage is prohibited or regulated by the applicable legislation of the Slovak Republic and the EU (hereinafter “**ADR Goods**”; ADR Agreement – provisions on dangerous goods).

The Provider reserves the right to refuse the carriage of Consignments which, in its opinion, are unsuitable for carriage within the transport network of the country concerned for economic, security or operational reasons. If it is found that the Sender has handed over for carriage goods other than those declared, or goods excluded from carriage, the Provider has the right to withdraw from the carriage and return the goods to the Sender at the Sender's expense. In such a case, the Sender's right to make a claim, whether for damage to the Consignment or for its late delivery, shall lapse.

If the Sender hands over to the Carrier or the Provider a Consignment referred to in clause 3.12 without the latter's knowledge and express consent, no contract is concluded and the Provider bears no liability for any damage arising in connection with the acceptance of the Consignment and its subsequent handling. In such a case, the Sender is obliged to reimburse the Provider for all associated costs as well as for the total damage incurred.

- 3.13** For Consignments with the payment term “recipient pays” (Freight Collect – FC), the carriage charge is paid by the Recipient of the Consignment. If the Recipient refuses to pay the carriage charge, the Sender is obliged to pay it in accordance with the applicable Price List.

- 3.14** Senders who have concluded a valid Service Agreement with the Provider, or who prepare a Consignment through the customer application, may request the additional Cash on Delivery service for their Consignments. The Carrier remits cash-on-delivery amounts only to the Sender's account in EUR or, in the currency of the specific country, to the Sender's account held in that currency. The maximum cash-on-delivery amount is EUR 5,000.00; this amount may be adjusted in individual countries.
- 3.15** The value of a Consignment carried without additional insurance must not exceed the basic insured value under clause 10.1. The value of a properly insured Consignment must not exceed EUR 33,000.00.

4 Dispatch of Consignments

- 4.1** Consignments may be dispatched on the basis of a valid Service Agreement or Framework Forwarding Agreement, or without one. Upon creation of a Consignment in the KOLOS Ship system, or on behalf of the Provider in another IT system, a contract is concluded under which all operations involving the Consignment are governed by these GTC and by the Price List sent by the Provider to the Sender.
- 4.2** The Sender is obliged to attach to the Service Agreement a copy of its proof of registration (an extract from the Commercial Register, the Trade Register or another register prescribed by law) and a copy of the certificate of allocation of its tax identification number or VAT ID, and to notify the Provider of its bank details. The Sender is obliged to inform the Provider without delay of any changes to these documents.
- 4.3** Consignments may be dispatched:
- by collection of the Consignment from the Sender by an employee of the company in the given country;
 - at the agreed locations listed in the Service Agreement;
 - at Pickup Points.
- 4.4** A Consignment is collected from the Sender on the basis of a prior written, email, telephone or personal arrangement. Each company has set cut-off times for the collection of Consignments, which are specified in the Service Agreement or agreed in writing.
- 4.5** When dispatching a Consignment, the Sender must attach to each Parcel a correctly completed parcel label and a Handover Sheet issued by the accepting company. The contractual relationship for carriage is established upon signature of the Handover Sheet by the Sender and the company. As proof of dispatch of the Consignment, the Sender receives the original of the Handover Sheet. When collecting a Consignment, the Provider is entitled to verify the Sender's identity, in particular, but not only, pursuant to Act No. 297/2008 Coll. on the Prevention of Money Laundering and Terrorist Financing and on Amendments to Certain Acts. If the Sender refuses identity verification, the Provider is not obliged to accept the Consignment.
- 4.6** When dispatching Consignments intended for delivery to a BOX, the Sender is obliged to specify the size of the storage locker (A – small, B – medium, C – large) and the specific BOX. The dispatch of Parcels to BOXes is conditional upon the use of the Provider's customer application or another IT system.
- 4.7** A Sender that has concluded a valid Service Agreement with the Provider will be granted secure access to the Provider's customer application, KOLOS Ship. A Sender that has not concluded a valid Service Agreement with the Provider will receive the parcel label and the Handover Sheet from the accepting Carrier upon dispatch of the Parcel.
- 4.8** The Sender shall complete all details on the parcel label and the Handover Sheet in accordance with the pre-printed form and, by signing the Handover Sheet, confirms that all details it has provided are true and correct. The Sender is liable for any damage the Provider may incur as a result of a breach of this obligation. The Sender is also obliged to remove all old, used or invalid labels from Parcels; otherwise, the Provider shall not be liable for delivery of the Consignment within the agreed time. The provision of incorrect or incomplete details on the parcel label and the Handover Sheet releases the Provider from the obligation to deliver the Consignment within the time specified in Article 2. If special documents are required for the carriage, the Sender is obliged to hand them over to the Provider no later than upon dispatch of the Consignment. If necessary, the Sender shall allow the Provider to inspect the contents of the Consignment.

- 4.9** The Provider is obliged to ensure that each Parcel is marked with a self-adhesive parcel label showing the identification details of the delivery company (business name and registered office, contact telephone number, website), the date of collection of the Parcel, the Parcel's consignment number, the weight of the Parcel, and the identification of the Sender and the Recipient.
- 4.10** If the Sender provides the Provider with Consignment data electronically, the Sender is responsible for its accuracy. In the event of any discrepancy between the data sent electronically and the data stated in the paper accompanying documentation of the Consignment, the data sent electronically shall prevail and be binding.
- 4.11** Parcel weight data determined by the carriers when collecting Parcels from the Sender are for information purposes only. The Provider and the companies authorised by it reweigh Parcels using verified measuring instruments at service centres. If a discrepancy is found between the weight stated on the parcel label and the Handover Sheet and the weight determined by the Provider or the Carrier on a verified measuring instrument, the Provider is entitled to correct the difference and to charge rates based on the corrected weight.
- 4.12** A verified measuring instrument means a weighing device subject to regular inspection by the metrology institute or by an entity authorised by it.
- 4.13** The Provider reserves the right, but is not obliged, to open and inspect, or to X-ray, any Parcel handed over to it for carriage at any time.
- 4.14** When handing over a Consignment for carriage, the Sender is obliged to inform the Provider of the actual value of the Consignment. If this value exceeds the basic insured value under clause 10.1, the Sender is obliged to request additional insurance of the Consignment for its actual value. If the Sender fails to do so, compensation for damage shall be provided only to the extent set out in clause 8.16 and Article 9.

5 Delivery of Consignments

- 5.1** Consignments are delivered by the contracted companies to the first lockable door of the building at the Recipient's address or, where the delivery company's employee is not permitted to pass, to the entrance barrier of the premises. The delivery company's employee is not obliged to, but may by agreement with the Recipient, deliver the Consignment to an upper floor, to the lift or into the apartment. Delivery means delivery of the Consignment to the Recipient's address, or to another place agreed with the Recipient by telephone at least one day in advance, or to an address change of which the Sender or the Recipient gave notice by email one day in advance.

When a Consignment is being delivered, the Recipient is obliged to provide the delivery company's employee with reasonable cooperation, in particular when handling heavier Consignments. Delivery of the Consignment to the Recipient's address stated by the Sender on the delivery sheet usually takes D+X. The usual delivery time is the period within which the delivery company normally delivers a Consignment to the Recipient, provided that no special or unexpected circumstances arise during delivery. The Provider is not liable for late delivery of a Consignment caused by a breach of these Terms and Conditions by the Sender or the Recipient, or by circumstances excluding liability under the Civil Code and the Commercial Code.

- 5.2** In the case of delivery of a Parcel to a BOX, delivery means placement of the Parcel in the selected BOX in accordance with the arrangements in the Service Agreement.
- 5.3** Delivery of a Consignment may be suspended if the delivery company's employee would have to wait for the Recipient because the Recipient is not present at the delivery address/location, if the Recipient cannot be reached even on the third attempt, or if the Recipient refuses to accept the Consignment. The Provider shall inform the Sender accordingly and, unless agreed otherwise, the Consignment will be returned to the Sender without undue delay. The Sender or the Customer is obliged to pay the charge for carriage of the Consignment to the Recipient (including all surcharges) as well as the charge for its return carriage.

If a Consignment cannot be returned to the Sender, the Provider shall store it for the storage period, which begins on the day following the day on which it was established that the Consignment cannot be returned.

The storage period is three months. During the storage period, the Provider is entitled to open the Consignment if this is necessary to identify the Sender, the Recipient or the contents of the Consignment; a record of the opening shall be drawn up.

- 5.4** The Provider is not obliged to deliver a Consignment to a place with an unpaved road surface or to a place that cannot be accessed easily by motor vehicle.
- 5.5** The Recipient confirms receipt of the Consignment with an electronic pen on a mobile data device. Such a signature is deemed a full substitute for a signature on a paper delivery sheet. The delivery company is entitled to identify the Recipient upon delivery and to record the number of the Recipient's identity card or other identity document. If the Consignment is not accepted by the Recipient named on the parcel label, the person accepting it shall state on the delivery sheet their relationship to the Recipient and present an identity document and, in the case of a legal entity, also the company stamp.
- 5.6** The delivery company shall hand over to the Recipient a Consignment whose packaging shows no signs of damage only after the delivery sheet has been signed electronically and, in the case of Cash on Delivery, also after the cash-on-delivery amount has been paid. Only then may the Recipient open and inspect the Consignment, and the Recipient is not entitled to require the presence or assistance of the delivery company's employee.
- 5.7** The Provider has a right of retention over the Consignment to secure its claims arising from the contractual relationship with the Sender or the Recipient, until all its claims and any other receivable appurtenant to the Consignment under the tariff have been paid or settled. If the contents of the Consignment deteriorate during the retention or the storage period, or if this is necessary to protect human health, the Provider may destroy the Consignment; it shall draw up a record of the destruction and deliver it to the Sender, if known. After the storage period has expired, the Provider may destroy the Consignment if its contents are worthless. It is for the Provider to assess whether the contents of the Consignment are valuable, worthless or unsuitable.

After the expiry of the storage period under clause 5.3, the Provider is entitled to arrange the sale of the Consignment or part thereof in an appropriate manner if the Sender has not given it instructions on how to proceed since the expiry of that period, and:

- the Consignment can be neither delivered nor returned, or, under the contract, is not to be returned, or
- there is reasonable concern that the contents of the Consignment will deteriorate before delivery.

Where possible, the Provider shall pay to the Sender the proceeds of the sale after deducting storage costs, costs of sale and the unpaid portion of the price for the forwarding services (net proceeds). The price for these services is governed by the applicable Price List. The Provider is entitled to proceed in accordance with Sections 151s to 151v of Act No. 40/1964 Coll., the Civil Code, or to set off mutual receivables due (including cash-on-delivery amounts) pursuant to Section 358 et seq. of the Commercial Code, Section 558 of the Civil Code and Section 323 of the Commercial Code.

- 5.8** When delivering Parcels to a BOX, the delivery company's employee is obliged to place the Parcel in the designated BOX no later than on the working day following the acceptance of the Parcel in the country concerned. If the Parcel cannot be placed in the designated BOX due to a technical fault or because the BOX is full, the delivery company's employee is obliged to offer the Recipient an available alternative BOX or to deliver the Parcel directly to the Recipient's address.

Once the Parcel has been placed in the BOX, the Recipient receives an SMS notifying them of its deposit together with an access PIN code. The Parcel is normally stored in the BOX for 72 hours from its deposit. 24 hours before this period expires, the Recipient is informed by SMS and asked to collect the Parcel. If the Recipient does not collect the Parcel, it is returned to the delivery company's nearest service centre, where it is stored for a maximum of 5 working days and may be collected in person, unless agreed otherwise. The delivery company shall provide a list of service centres upon the Recipient's request. After this period expires, the Parcel is automatically returned to the Sender at the Sender's expense.

When collecting the Parcel, the Recipient shall follow the instructions on the BOX screen. The person collecting the Parcel must have both the opening code from the SMS and the phone number to which the SMS

was sent. A confirmation of receipt is printed upon collection of the Parcel from the BOX.

- 5.9** When collecting a Cash on Delivery Parcel from a BOX, the person collecting it is prompted, before the storage locker opens, to pay the cash-on-delivery amount via the payment terminal located below the BOX screen, by cashless payment only, using the payment cards indicated on the BOX. The person shall follow the instructions on the payment terminal when making the payment.

6 Disposal of Consignments

- 6.1** After the storage period under clause 5.3 has expired, the Provider is entitled to arrange for the disposal of a Consignment or part thereof if:
- a) the contents of the Consignment have deteriorated in whole or in part,
 - b) a Consignment that can be neither delivered nor returned, or that, under the Service Agreement, is not to be returned, has not been sold,
 - c) it notifies the Sender that it acknowledges the claim for compensation for damage to the Consignment in carriage.
- 6.2** A Consignment or part thereof may also be disposed of before the expiry of the agreed period if this is necessary to protect human health.
- 6.3** The Sender is obliged to compensate the Provider for any loss incurred by the Provider in connection with the disposal of a Consignment under this Article, including in particular the costs of disposal of the Consignment and the costs related to satisfying third-party claims made against the Provider in connection with the Consignment.

7 Tariff

- 7.1** The rates for the Provider's services are set out in the applicable Price List. The Provider becomes entitled to payment for carriage upon handover of the Consignment to the Carrier or the Provider, and the amount is determined by the Provider's current Price List and by the total weight of the Consignment including packaging, its volumetric (dimensional) weight or, where applicable, the cash-on-delivery amount.
- 7.2** Carriage charges are paid by the Sender in advance by payment card, from credit or by another method offered in the KOLOS Ship system, unless it has been agreed that the carriage charge will be paid by the Recipient. Payment by invoice is possible only on the basis of a concluded Service Agreement.
- 7.3** With the additional Cash on Delivery service, the Recipient may pay the cash-on-delivery amount (the value of the Consignment) in cash or by a payment card accepted by the Carrier, provided that the Sender ordered this service as part of the carriage order.
- 7.4** For Consignments with the payment term "recipient pays" (Freight Collect – FC), the carriage charge is paid by the Recipient of the Consignment. If the Recipient refuses to pay the carriage charge, the Sender is obliged to pay it in accordance with the applicable Price List.
- 7.5** The Provider is entitled to add a fuel surcharge to the carriage charge. The Provider is entitled to adjust the fuel surcharge unilaterally in line with changes in the average fuel prices in the country concerned as published by its statistical office. The method of charging and, where applicable, the amount of the surcharge are set out in the Service Agreement.
- 7.6** The Provider is entitled to add a toll surcharge to the carriage charge. The Provider is entitled to adjust the toll surcharge unilaterally in the event of changes to generally binding legislation governing road infrastructure charges.
- 7.7** The Provider is also entitled to add to the carriage charge other surcharges arising from the method of delivery that the Carrier charges to the Provider.

8 Claims Procedure and Compensation for Damage

- 8.1** The Sender or the Recipient shall always submit a claim to the Provider in writing. The Recipient is obliged to inspect the Consignment properly upon receipt and to report to the Provider any visible damage to the Parcel's packaging, or any visible internal damage or loss of part of the contents. A damage report recording the extent of the damage or the partial loss of contents must be drawn up immediately; the Provider is obliged to draw up such a report.
- 8.2** Late delivery of a Consignment with a guaranteed delivery time, damage to a Consignment or loss of part of its contents must be reported by the Sender or the Recipient to the Provider in writing no later than on the working day following delivery of the Consignment. A claim cannot be made if reported later.
- 8.3** Partial or total loss of a Consignment must be reported by the Sender or the Recipient to the Provider in writing no later than 2 working days after the scheduled (guaranteed) delivery time of the Consignment. A claim cannot be made if reported later.
- 8.4** In the event of damage to or destruction of a Consignment, the Recipient is obliged to keep the original packaging of the Consignment for inspection by the Provider and for photographic documentation.
- 8.5** After damage to, destruction or loss of a Consignment, or a missing part of a Consignment, has been reported, the Provider shall, on the basis of an order from the claims department, arrange for the collection of the Consignment by an authorised employee, who will draw up a damage report with the Sender and take photographs. Drawing up a damage report does not constitute a claim; neither the reporting of damage (destruction, loss, missing contents) nor the damage report replaces a written claim. The Sender or, where applicable, the Recipient shall submit a written claim no later than 10 working days from the date on which the damage, loss or missing contents were reported. Upon expiry of this period, the right to make a claim lapses.

The written claim must contain in particular:

- the Consignment number,
- a description of the defect or damage to the Consignment and a description of its contents,
- the amount of compensation claimed,
- photographic documentation,
- the date on which the Consignment was handed over for carriage.

The following must also be attached to the written claim:

- proof of the contents of the Consignment (delivery note, original purchase invoice excluding VAT, order, etc.),
- proof of the value of the Consignment (purchase invoice or cash receipt; if the claimant is a VAT payer, the Provider will pay compensation up to a maximum of the purchase price of the goods excluding VAT),
- in the event of damage to the Consignment, proof of the amount of damage caused (repair invoice, expert report on the extent of the damage).

- 8.6** The time limit for settling a claim for loss, partial loss, destruction, damage or missing contents of a Consignment is 30 days from the date on which it was filed. This period is extended by the time during which the Provider did not have from the entitled person all the documents necessary for settling the claim. If documents from law enforcement authorities, an insurance company or another body, authority or institution are required to settle the claim, the period begins only after they have been delivered to the Provider. In the case of late delivery of a Consignment, the period for obtaining the necessary information is 2 working days.

In the event of late delivery of a Consignment with a guaranteed delivery time caused by the Provider, the Sender or the Recipient will receive compensation equal to the carriage charge paid. Payment of this compensation settles, on a lump-sum basis, all damage (economic losses) arising from the failure to meet the delivery time. For Consignments without a guaranteed delivery time, neither the Sender nor the Recipient

may claim this compensation. In addition to this compensation, neither the Sender nor the Recipient is entitled to compensation for any further or consequential damage, loss of profit, penalties for delay, contractual penalties, fines or any other third-party claims.

In the event of damage to or loss of a Consignment, the Sender is entitled to compensation for the actual damage to the Consignment, up to a maximum of the declared value of the Consignment stated on the Handover Sheet. Actual damage means the amount by which the Sender's assets have been reduced as a result of the damage event affecting the Consignment in carriage. If the claimant is a VAT payer, the claim for compensation shall, as a rule, be made excluding VAT. When requesting compensation for damage to goods, the Sender or the Recipient is obliged to prove the value of the Consignment with a relevant document (purchase invoice or cash receipt). Neither the Sender nor the Recipient is entitled to compensation for loss of profit or for any other consequential or indirect damage.

The Sender must assert the right to compensation for damage for which the Provider is liable within six months from the day following the day of collection of the Consignment; otherwise, this right lapses. The Sender is not entitled to set off a claim for compensation for damage to Consignments against the Provider's claim for payment of the price of the carriage services, to which both parties expressly agree. The Sender is not entitled to assign a claim for compensation for damage to a third party without the Provider's prior written consent.

- 8.7** In the event of loss of, damage to or destruction of a Consignment containing documents, the Provider will compensate the Sender only up to the amount of the carriage costs paid.
- 8.8** In the event of damage to, loss, destruction or weight loss of a Consignment, the Sender is entitled to compensation for the actual damage to the Consignment, subject to clause 8.16 and Article 9.
- 8.9** The Provider decides on the justification and payment of compensation for damage. Compensation for a justified claim shall be remitted without undue delay once the obligation to compensate and the amount of compensation have been established. The Provider pays compensation only in EUR.
- 8.10** Compensation may also be paid to the Recipient of the Consignment on the basis of the Sender's written authorisation.
- 8.11** The Provider is liable for damage to or loss of a Consignment in accordance with the provisions of the Commercial Code on forwarding contracts and to the extent set out in these GTC. For carriage that the Provider performs using its own resources (in particular collections and line haul), the Provider is liable as a carrier in accordance with the provisions of the Commercial Code on contracts for the carriage of goods, to the extent set out in these GTC.
- 8.12** In the event of damage to used or worn items in carriage, their actual value is determined by their age and degree of wear (current value). Current value means the amount required, at the place and time of dispatch, to acquire a new item of the same type and quality, reduced by an amount corresponding to wear or other depreciation. The amount of compensation is calculated as the current value of the item, taking into account wear, age and depreciation in accordance with the terms and conditions of the Provider's insurer.
- 8.13** Any disputes between the contracting parties shall be resolved by the competent courts of the Slovak Republic. Rights against the Provider arising from damage to Consignments and from late delivery of a Consignment become time-barred after one year in accordance with the Commercial Code. The Provider's liability for damage to a Consignment is governed by the Commercial Code and these Terms and Conditions.
- 8.14** If a Sender who is a consumer is not satisfied with the way a claim has been handled or believes that the Provider has violated their rights, they may contact the Provider with a request for redress (contact details at www.kolos.sk). If the Provider rejects the request for redress or fails to respond to it within 30 days of the date on which it was sent, a Sender who is a consumer has the right, under Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments to Certain Acts, to file a petition to initiate alternative dispute resolution. The competent alternative dispute resolution body is the Slovak Trade Inspection (www.soi.sk) or another authorised legal entity entered in the list of alternative consumer dispute resolution bodies maintained by the Ministry of Economy of the Slovak Republic

(www.mhsr.sk); the consumer has the right to choose the body. Information on the fees for filing a petition is available on the website of the relevant body.

- 8.15** If a Parcel stored in a BOX shows visible signs of damage, the Recipient may lodge a claim through the automatic claims function by following the instructions on the BOX screen, no later than upon collection of the Parcel.
- 8.16** Compensation for damage to a Consignment is provided up to the basic insured value under clause 10.1, or up to the additionally insured value if additional insurance was ordered and paid for. If the Sender declared a higher value without additional insurance, the Sender is deemed to bear the risk above the basic insured value.

9 Underinsurance of Consignments

- 9.1** If the actual value of a Consignment (AV) exceeds the value for which the Consignment was insured (IV), the Provider will pay compensation only in the ratio IV / AV, up to a maximum of IV:

$$C = D \times IV / AV$$

C – compensation for damage

D – actual damage to the Consignment

AV – actual value of the Consignment

IV – insured value (basic insured value under clause 10.1 or additionally insured value)

- 9.2** This does not affect the Provider's right to compensation for damage incurred as a result of an incorrect declaration of the value of the Consignment.

10 Insurance of Consignments

- 10.1** Insurance of Consignments covers damage resulting from loss of, damage to or missing contents of a Consignment. The carriage charge includes insurance of the Consignment up to the basic insured value, which is set out in the Price List for the individual services and Carriers. If the Sender states a higher value on the Handover Sheet (declared value), the Sender is obliged to order additional insurance under clause 10.2.
- 10.2** The Sender is obliged to state the actual value of the goods carried on the Handover Sheet. For Consignments with a declared value higher than the basic insured value under clause 10.1, the Provider will add an additional insurance surcharge to the carriage charge in accordance with the Price List. Upon payment of this surcharge, the Provider assumes liability to compensate the Sender for damage up to the value of the Consignment declared by the Sender.
- 10.3** Consignments containing documents cannot be insured.

11 Pickup Points

- 11.1** The dispatch of Parcels to Pickup Points is conditional upon the use of the Provider's customer application. As part of the service, the Carrier will provide:
- a) an automatically generated SMS message to the Recipient on the day the Consignment is delivered to the Pickup Point,
 - b) a reminder, on the last day of storage, that the Consignment is being held at the Pickup Point,
 - c) storage of the Consignment at the Pickup Point for 8 calendar days; this period begins on the day the Consignment is delivered to the Pickup Point.
- 11.2** The Sender may order the additional Cash on Delivery service with this service, which is charged separately in accordance with the current Price List.

- 11.3** The Carrier sends the Recipient an SMS notification only if the Sender provides it with the necessary information, in particular the Recipient's phone number, in the data file specified by the Carrier. If the Sender fails to provide the Provider with the necessary and correct information by the day of dispatch of the Consignment at the latest, the Provider is not obliged to provide the service for which such information is required. This does not affect the Provider's right to payment for the Pickup Point service in accordance with the applicable Price List.
- 11.4** The maximum weight of a Consignment sent to a Pickup Point is 20 kg. Consignments may also be sent from a Pickup Point, either to another Pickup Point or to any address within the EU, at the price set out in the Price List applicable to Pickup Points. Consignments may be sent only from selected Pickup Points designated by the Provider.
- 11.5** If no individual pricing terms have been agreed between the Provider and the Sender for the Pickup Point service, the pricing terms for the delivery of a Consignment set out in the Service Agreement shall apply.

12 Card Payments

- 12.1** **Payment by card** – this service is available for all Consignments with the additional Cash on Delivery service that are processed in the customer application and delivered within the EU. If the Sender selects the Payment by Card service, under which the Recipient may also pay the cash-on-delivery amount by payment card, the Sender will be charged, in addition to the price of the Cash on Delivery service, a fee for this service in accordance with the Provider's Price List, even if the Recipient does not use the option of paying by card.
- 12.2** The Provider accepts cash-on-delivery payments from Recipients made by Maestro, Mastercard, Mastercard Electronic, VISA, VISA Electron and V PAY payment cards. If the cash-on-delivery amount was paid to the Carrier by payment card, the Carrier shall (i) remit it to the account designated by the Sender, or (ii) is entitled to set it off against any receivable it has against the Sender.
- 12.3** The Provider shall charge the Sender the bank's commission for its services under the card acceptance agreement concluded between the Carrier and the bank, by means of an invoice issued in accordance with the applicable agreement. If the bank blocks a transaction made by payment card, the period for transferring the amount to the Sender's account is extended by the period for which the funds are blocked. The Sender agrees that the Carrier is entitled to verify the validity and authenticity of the payment card presented by checking the identity of its holder.
- 12.4** If the bank carries out a corrective settlement of payments and financial differences, the Provider is entitled to reimbursement of that amount from the Sender, in particular if:
- the transaction was made using a counterfeit or altered payment card,
 - the transaction was fraudulent.
- 12.5** Disputes between the Sender and the cardholder concerning the quality of goods or services paid for by payment card give rise to no obligations or liability on the part of the Provider. If the bank carries out a corrective settlement or a chargeback as a result of a complaint, the Sender undertakes to reimburse this amount to the Provider.

13 Consignment Information

- 13.1** Anyone who provides the consignment number may request information about Consignments by telephone from the Provider's customer service (contact details at www.kolos.sk). Information on the delivery of a Consignment is available on the working day following the day of delivery. The entire route of a Consignment, from collection to delivery, can be tracked at www.kolos.sk.
- 13.2** This does not affect the Provider's obligations and restrictions regarding the confidentiality of information about Consignments and the protection of personal data under specific legislation.

14 Personal Data Protection

14.1 For the purposes of these Terms and Conditions:

a) General Data Protection Regulation means 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;

b) personal data within the meaning of Article 4(1) of the General Data Protection Regulation means, in particular, title, first name, surname, delivery address, billing address, telephone number, email address, identity card or other identity document number, and date of birth;

c) data subject within the meaning of Article 4(1) of the General Data Protection Regulation means any natural person whose personal data are being processed (the recipient of the consignment).

14.2 A Sender that has concluded a Service Agreement with the Provider shall, in accordance with Article 6(1)(b) of the General Data Protection Regulation, provide the Provider with the personal data of the data subject (the recipient of the consignment) for the purpose of performing the contract concluded between the Sender and the data subject.

14.3 The Provider processes the personal data of data subjects for the purpose of performing the contract concluded between the data subject and the Sender in connection with:

- a)** the carriage and delivery of the consignment to the data subject (the recipient of the consignment),
- b)** verification of the identity of the data subject upon handover of a consignment ordered from the Sender,
- c)** keeping records of delivered and undelivered consignments,
- d)** communication initiated by the data subject regarding the delivery of the consignment by the Carrier,
- e)** the handling of any claims or complaints.

14.4 A Sender that has concluded a Service Agreement with the Provider is obliged to inform the data subject to whom the Provider delivers, or arranges delivery of, a consignment ordered from the Sender, to the extent required by Articles 13 and 14 of the General Data Protection Regulation (i.e. on behalf of both the Sender and the Provider), in particular (but not only) of their rights and of the fact that their personal data will be provided for the purpose set out in clause 14.2 to the Provider, which will process them in accordance with clause 14.3.

14.5 A Sender that has concluded a Service Agreement with the Provider is responsible for the accuracy and currency of the personal data of data subjects that it provides to the Provider under clauses 14.2 and 14.3.

14.6 The Provider, which processes the personal data of data subjects in its own name, has authorised processors to process such data, through which it provides the services set out in clause 1.2. The processors process the personal data of data subjects (recipients of consignments) on the basis of documented instructions from the Provider and in accordance with the General Data Protection Regulation. An up-to-date list of processors is published at www.kolos.sk.

14.7 The Provider's data protection officer can be contacted via www.kolos.sk.

15 Final Provisions

15.1 Contractual relationships not governed by these Terms and Conditions shall be governed by the relevant provisions of the Commercial Code (for the avoidance of doubt, the contracting parties declare that they have agreed on its application pursuant to Section 262 of the Commercial Code) and by other legislation in force in the Slovak Republic and the EU.

15.2 The procedure for amending the GTC in relation to Senders that have concluded a Service Agreement with the Provider is governed by the Service Agreement. For all other Consignments, the version of the GTC in effect at the time the Consignment is created shall apply.

15.3 These Terms and Conditions enter into force on **1 May 2026**.