

The General Terms and Conditions of Business of KOLOS s.r.o. (hereinafter referred to as "GTC") are considered postal terms and conditions pursuant to § 27 et seq. of Act No. 324/2011 Coll., which regulate in particular the rules and conditions for the provision of postal services (the scope of postal services provided), courier services and mediated courier services by KOLOS s.r.o., and deal with the details of the mutual rights and obligations of the parties to the postal contract.

1. General provisions

1.1 Delivery Service Shipments are Domestic or Foreign Shipments. They are collected, transported and delivered in the most expeditious manner. The service is provided in each EU country by a different company (hereinafter referred to as "Company" or "Carrier").

1.2 The Carrier offers the following services in the context of the transport:

1.2.1 Services with non-guaranteed delivery time:

- Service Delivery
- BOX service
- Service Dispensing point

1.2.3 Additional services:

- Additional service Delivery service
- Supplementary service Reverse document
- Supplementary service Telephone alert
- Additional SMS notification service

1.3 Consignments are collected by authorised employees at locations agreed with the Sender.

1.4 The submission, collection, transportation, delivery of Shipments and pricing of freight rates shall be provided by KOLOS in accordance with these Terms and Conditions.

1.5 Basic concepts

Carriers are companies that pick up, transport and deliver Shipments in the countries of pickup or delivery.

The Customer is any natural or legal person who has ordered the distribution of a shipment from the Provider.

The Consignee is the person to whom the addressed Shipment has been tendered for carriage by the Sender on the Shipment and is identified as the Consignee (hereinafter referred to as "Consignee").

The Sender is the person identified as the Sender on the Shipment. ("Sender")

A Package is an item accepted by the Carrier for carriage, which the Carrier undertakes to transport from a particular place (the place of dispatch) to a particular other place (the place of destination) (hereinafter referred to as the "Package").

Shipment (hereinafter referred to as "Shipment") means a letter Parcel, Package or other Shipment accepted by the Carrier for carriage and which the Carrier undertakes to transport from a certain place (place of dispatch) to a certain other place (place of destination). A single Shipment may also consist of multiple Packages tendered for carriage on the same day, at the same time, from the same Shipper to the same Consignee (hereinafter referred to as a "Shipment").

A COD Shipment (hereinafter referred to as "COD Shipment") is a Package or a set of Packages accepted by the Carrier for carriage for the purpose of delivery. In the case of a COD, the Carrier is obliged to collect from the Consignee of the Parcel the relevant sum of money on the basis of the Sender's instructions. Upon delivery of the Shipment, such sum of money shall be a claim of the Sender against the Carrier and the Carrier shall remit it to the account specified by the Sender or shall be entitled to set it off against any claim against the Sender.

A KOLOS contractual partner is an entity with which KOLOS has concluded a valid Cooperation Agreement for the service Delivery, or BOX, or Point of Delivery, for personal delivery and personal collection of Shipments.

The Service Contract is a contract concluded between the Sender and the Carrier in writing on the basis of the provisions of Act No. 513/1991 Coll. of the Commercial Code (hereinafter referred to as the "Service Contract").

BOX is an automated self-service facility consisting of storage boxes designed for the deposit of Packages and their subsequent collection by the end Recipients. Pickup of a Package is accomplished by entering a combination of a PIN code sent to the mobile telephone number of the End Recipient by SMS and the mobile number in question (hereinafter referred to as "BOX");

SMS notification sending information related to the delivery of the Shipment at the discretion of the particular Carrier by electronic transmission using a mobile telephone number provided to the Carrier by the Sender;

E-mail Notification - the sending of information related to the delivery of a Shipment to the extent of the Carrier's discretion by electronic transmission using the e-mail address provided to the Carrier by the Sender.

2. Transport times

2.1 For Delivery Service Shipments, Distribution shall be deemed to have been delivered or announced for delivery to the Recipient's address in terms of estimated times usually D+X, where X is the number of days of delivery from D the date of receipt at the agreed location. The details for each country are set out in the Service Contract.

2.2 Delivery notification means, in the event of an unsuccessful delivery attempt, leaving a written/electronic notification to the Recipient of the attempted delivery of the Shipment.

2.3 The Carrier is not obliged to contact the Consignee by telephone if the Sender does not use the Telephone Advice Service.

2.4 The Carrier shall not be obliged to provide services which the Sender has not ordered.

2.5 The Sender acknowledges that the Carrier will use the Recipient's data only to the extent that the Sender has provided it to the Carrier and solely for the purpose of delivering the Shipment.

3. Conditions of transmission

3.1 Shipments may be sent to any address in the EU. Address means the details used to deliver the Shipment. The address includes the name and surname or full name of the Recipient, the residence or registered office (place of business) of the Recipient, which is determined by the name of the municipality, the name of the street, if municipalities are subdivided, and the descriptive or landmark number. Shipments cannot be sent to P.O. Boxes.

3.2 The maximum weight of a Package (piece) shall not exceed 70 kg and the maximum dimensions of a Package (piece) shall not exceed 270 cm in length and the sum of the circumference and length shall not exceed 330 cm. If the Parcel exceeds the weight or dimensional limits stated above the Carrier reserves the right not to accept the Parcel or to return it to the Sender. Each country specifies its maximum dimensions, which is specified in the Service Contract.

3.3 The carrier is entitled to charge a surcharge for:

a) Heavy Parcel: any Parcel of a Shipment that weighs more than 30 kg,

b) Additional Handling: any Package of the Shipment whose dimensions exceed more than 200cm in length and/or that which is unpacked and/or that which is not secured or packed in a manner appropriate to its weight, size, shape, nature of contents, fragility and/or that the contents of which, by mutual agreement between the Carrier and the Sender, are an Object of ADR and/or that which requires handling by two persons and/or that which requires additional replenishment by the Carrier.

3.4 The Carrier shall be entitled to charge the surcharge referred to in clause 3.3 of these Terms and Conditions separately for each of points a) to b). The individual surcharges for additional handling are specified in the applicable price list of the company or in the Service Contract.

3.5 In the event that the Carrier accepts for carriage a Package that requires additional handling as referred to in clause 3.3 of these Terms and Conditions, the Carrier reserves the right to use the services of a third party for such Packages at the Sender's expense. In such cases, the Carrier does not guarantee that the normal transit time of the Shipment will be observed, nor that any other transportation standards will be met as set out in these Terms and Conditions.

3.6 Delivery in BOXES - the maximum weight of one Package is 30 kg. The maximum dimensions of BOX storage boxes are:

BOX A (small) - 8 x 38 x 64 cm

BOX B (medium) - 19 x 38 x 64 cm

BOX C (large) - 41 x 38 x 64 cm

In the case of BOXes, only one Package may constitute one shipment.

3.7 Each Package must be packed and sealed in a manner appropriate to the weight, shape and nature as well as the method and time of transportation of the Package. Further, the Package must be secured so that it can be handled by one person and so as to minimise the possibility of damage to the Package by transport on a roller track. The packaging of the Package and the closure must protect the contents against pressure, changes in temperature or damage from repeated handling and, in addition, must be such that it is impossible to penetrate the contents without leaving an obvious trace of damage. The individual parts of the goods must be individually wrapped in protective material in each Package and placed in such a way that they are sufficiently protected from impact with each other (e.g. use a filler between the parts of the goods). Cushioning material should be placed on the bottom and top of the package to increase the protection of the goods in transit. It is not permissible to bundle multiple Packages or items into a single Shipment.

The Sender is responsible for the correct and adequate packaging of the Package. The Sender shall be liable for any damage that may arise from the use of defective, damaged, unsuitable or inadequate packaging of the Package.

3.8 The marking "Fragile Goods" does not relieve the Sender of responsibility for the correctness of the packaging. It draws attention to the careful handling of the Package, but it is essential that the Package so marked is also packed carefully. KOLOS is not obliged to follow the markings indicating the orientation of the Packages (e.g. the arrow "Up" or the marking "This Side Down") when handling the Packages.

3.9 Goods to be repaired, replaced, or for which damage is claimed by the Sender or the Recipient must always be sent in the original packaging and any shipping labels already used must be removed from the packaging by the Sender.

3.10 In the case of shipping liquids, plastic packaging is to be preferred to glass packaging and absorbent material is to be placed around the packaging; in the case of using glass packaging for liquids, special cardboard packaging sold by the Carrier is to be used for the transport of liquids.

3.11 The Package must be packed and sealed in such a way as not to endanger the health of associates of all companies in the delivery chain, and to eliminate any danger if it contains items that could injure anyone in the delivery chain handling it, so that it does not contaminate or damage other Packages or the equipment of the processing companies.

3.12 Unwrapped Packages and Packages which are not secured or wrapped in a manner appropriate to their weight, size, shape, nature of the contents, especially fragility, or which lack information about the Sender or Recipient of the Package, which are obviously damaged, Packages which contain the following are excluded from carriage: money, cheques, valuables, jewellery (except jewellery and watches with a retail value of up to EUR 100 per Package, which do not contain precious metals and precious stones), precious metals, credit cards, documents, securities, precious stones, pearls, art objects, collections, antiques, live flowers, glass and fragile objects without solid packaging, animals, human and animal remains, medical waste, biological material, liquid paints, adhesives and other liquids, which may be damaged or may damage or devalue other Packages or the Carrier's equipment, weapons, firearm cartridges, organic peroxides, radioactive material, explosive, flammable, combustible, self-inflammable, oxygenating, poisonous, infectious, corrosive and other substances hazardous to health, as well as items which may undergo natural deterioration (perishability) during the period of transport, e.g. perishable foodstuffs and other similar items of a biological nature (KOLOS is not liable for any damage caused in this way). Also excluded from carriage are narcotics, narcotic and psychotropic substances, pornography, palletized Shipments, Packages exceeding the weight or dimensional limitations specified in clause 3.2 of these Conditions, bundled Packages or items and substances whose carriage is prohibited or regulated under applicable Slovak and EU legislation (hereinafter referred to as "ADR articles" (*)) (* ADR Agreement - Provisions on Dangerous Substances and Articles) are excluded from carriage.

KOLOS reserves the right to refuse carriage of Shipments which, in its opinion, are unsuitable for carriage within the transportation network of a given country for economic, safety or operational reasons. In the event that the Sender is found to have tendered goods for carriage other than those declared by the Sender, or goods which are excluded from carriage, KOLOS shall have the right to withdraw from carriage and return the goods to the Sender at the Sender's expense. In this case, the Sender's right to make any claim, whether in terms of damage to the Shipment or its late delivery, shall be extinguished.

In the event that the Sender hands over to the Carrier the Shipment as defined in clause 3.12 of these "Conditions" without the Sender's knowledge and express consent, no contract shall be formed and the Carrier shall not be liable for any damages

arising in connection with the acceptance of the Shipment and the subsequent handling of the Shipment. In such event, the Sender shall be liable to pay the Carrier all costs associated therewith as well as the total damages incurred.

3.13 For a Shipment with a Freight Collect (FC) payment term, the Recipient of the Shipment pays the freight rate. If the Consignee of the Shipment refuses to pay the freight rate, the Sender shall pay the freight rate according to the applicable price list.

3.14 Senders who have a valid Service Contract with KOLOS or who prepare a Shipment via the Customer Application may request the additional service "COD" to the Shipments. Cash on delivery amounts are transferred only to the Sender's account in the currency valid in the EU (EURO). The maximum credit amount is EUR 5,000.00.

3.15 The maximum value of the Shipment transported without "additional insurance" shall not exceed EUR 1,000.00. The maximum value of a Shipment carried properly "insured" shall not exceed EUR 33,000.00.

4. Submission of shipments

4.1 Shipments may be made with or without a valid Service Contract or Master Forwarding Agreement.

4.2 The Sender is obliged to attach to the Service Contract a copy of the proof of registration (extract from the Commercial Register, extract from the Trade Register or extract from another statutory register, e.g. the Register of Associations, etc.), a copy of the proof of the VAT ID number or VAT ID number and to notify KOLOS of its bank account. In case of changes in the above documents, the Sender is obliged to inform KOLOS immediately.

4.3 Shipments may be made by:

- by collecting the Shipment from the Sender's associate in that country;
- at the agreed locations, the list of which is specified in the Service Contract;
- to the Dispensing Points.

4.4 The consignment is collected from the Sender by prior written, e-mail, telephone or personal agreement. Each Company has set limit times for collection of Shipments, which are set out in the Service Contract or on the website: www.kolos.sk.

4.5 When placing a Shipment, the Sender must attach to each Package a properly completed package label and an Acceptance Certificate issued by the receiving company. The signing of the Acceptance Note by the Sender and the Company shall constitute the conclusion of the contractual relationship for carriage. The Sender will receive the original of the Acceptance Certificate as proof of submission of the Shipment for carriage. KOLOS is entitled to verify the identity of the Sender when collecting the Consignment, in particular, but not only on the basis of the provisions of Act No. 297/2008 Coll. on protection against legalization of proceeds of crime and on protection against financing of terrorism and on amendment and supplementation of certain acts. If the Sender refuses to verify his/her identity, KOLOS is not obliged to accept the Shipment from the Sender.

4.6 When submitting Shipments for delivery to a BOX, the Sender is obliged to define the size of the storage box (A - small, B - medium, C - large) and the specific BOX. The delivery of Parcels to BOXes is conditional upon the use of the Carrier's customer application.

4.7 The Sender, who has a valid Service Contract with KOLOS, will receive the KOLOS API Carrier Customer Application. A Sender who does not have a valid Service Contract with KOLOS will receive a Parcel Label and an Acceptance Letter from the Accepting Company upon submission of the Parcel.

4.8 The Sender fills in all data on the package label and the Receipt according to their preprint and by his signature on the Receipt confirms that all data provided by him are true and correct. The Sender shall be liable for any damage caused to KOLOS as a result of a breach of this obligation. The Sender is also obliged to remove any old, used or invalid labels from the Packages, otherwise KOLOS shall not be liable for the delivery of the Shipment at the agreed time. Incorrect or incomplete information on the Package Label and the Receipt shall relieve KOLOS of its obligation to deliver the Shipment at the time specified in clause 2 of these Terms and Conditions. If special documents are required for the carriage, the Sender is obliged to hand them over to KOLOS at the latest when submitting the Shipment for carriage. If necessary, the Sender shall allow KOLOS to inspect the contents of the Shipment.

4.9 KOLOS is obliged to ensure that each Package is marked with a self-adhesive package label. The self-adhesive parcel label contains the delivery company's own identification data (business name and registered office, contact telephone number, contact website), the date on which the Parcel was collected, the Parcel's delivery number, the weight of the Parcel and the identification of the sender and recipient of the Parcel.

4.10 If the Sender provides KOLOS with data about the Shipments in electronic form, it is responsible for the accuracy of the data provided in electronic form, and in the event of a discrepancy between the data sent in electronic form and the data provided in written form in the documents accompanying the Shipment, the data sent in electronic form shall be decisive and binding.

4.11 The data on the weight of the Parcels collected by the transport companies when collecting the Parcels from the Sender is for information purposes only. KOLOS and its authorised companies carry out the weighing of Parcels with a designated gauge at the Service Centres. In the event of a difference between the weight of the Parcel indicated on the Parcel Label and the Receipt and the weight determined by KOLOS on the designated gauge, KOLOS shall be entitled to correct the difference and charge the rates according to KOLOS' corrected weight.

4.12 A designated measuring instrument means a weighing device subject to periodic inspection by a metrological institute or a body authorised by it.

4.13 KOLOS reserves the right, but is not obliged, at any time to open and inspect or view by means of an X-ray machine any Package handed over to it for carriage.

4.14 When handing over the Shipment for carriage, the Sender is obliged to notify the Carrier of the actual value of the Shipment. If it exceeds the amount of 1.000,00 EUR, the Sender is obliged to request its "reinsurance" according to the actual value of the Shipment. If the Sender fails to do so pursuant to Article 10, the Carrier shall be entitled to demand payment of the contractual penalty pursuant to Article 9 of these Terms and Conditions and to set off any claim for the contractual penalty against the Sender's claim for damages.

5. Delivery of shipments

5.1 Delivery of Shipments shall be made by contracted companies to the first lockable door of the premises at the address of the Consignee, or to the entrance barrier of the premises if the delivery company's employees will not be allowed to pass. The delivery company's employee is not obliged to, but may deliver the Parcel to the floor, elevator or apartment by arrangement with the Parcel Recipient. Delivery shall be deemed to have been made to the Parcel at the Parcel Recipient's address or, after a telephone conversation with the Parcel Recipient at least one day in advance, to another location, or if a change of address of the Parcel Recipient has been notified by the Sender or the Parcel Recipient by e-mail on the day before. The address is the information used to deliver the Shipment. The address includes the name and surname or full name of the Recipient, the residence or registered office (place of business) of the Recipient, which is determined by the name of the municipality, the name of the street, if the municipality is to be subdivided, and the descriptive or landmark number. When delivering the Parcel, the Recipient of the Parcel is obliged to provide the delivery company's employee with reasonable assistance, especially when handling Parcels with a higher weight. Delivery of the Parcel to the Parcel Recipient's address as stated by the Sender on the delivery slip is normally D+X. The normal delivery time is the time at which the delivery company will normally deliver the Parcel to the Parcel Recipient, unless special or unexpected circumstances arise in the course of delivery. KOLOS shall not be liable for any delay in delivery of the Shipment caused by the Sender's or Recipient's breach of these Terms and Conditions and by reason of uncontrollable factors within the meaning of the Civil Code and the Commercial Code.

5.2 When the Package is delivered to a BOX, delivery is deemed to be the placement of the Package in the selected BOX as agreed in the Service Contract.

5.3 Delivery of a Shipment may be suspended if the delivery company's employee is obliged to wait for the Recipient if the Recipient is not at the delivery address/location, or the Recipient is unreachable even on the third attempt, or refuses to accept the Shipment. In such a case, KOLOS shall inform the Sender of this fact and, unless otherwise agreed with the Sender, the Shipment shall be returned to the Sender without undue delay. The Sender or the Ordering Party shall pay the rate for the carriage of the Shipment to the Consignee (including all surcharges) as well as the rate for its return carriage. If the Shipment cannot be returned to the Sender, KOLOS will store the Shipment for the duration of the storage period. The storage period will commence on the day following the day on which it is determined that the Shipment cannot be returned to the Sender. The retention period is one year. The provisions of Act No. 324/2011 Coll. shall apply mutatis mutandis to the storage of the

Consignment and to the opening of the Consignment. on postal services and on amendment and supplementation of certain acts.

5.4 The Carrier shall not be obliged to make delivery of the Shipment in places with unpaved road surfaces or in places where unpaved access by a motor vehicle is not possible.

5.5 The Recipient shall acknowledge receipt of the Shipment on the mobile data device with an electronic pen. The electronic pen signature is considered a full substitute for the signature of the delivery company's paper delivery slip. The Delivery Company shall be entitled to identify the Recipient and record the Recipient's ID card number or other identification document when delivering the Parcel. If the Recipient named on the parcel label does not receive the Parcel, he/she shall also indicate on the delivery slip his/her relationship to the Recipient, prove his/her identity card or other identity document, and, in the case of a legal entity, the stamp of the company.

5.6 The Delivering Company shall hand over the Shipment to the Recipient, the packaging of which does not show signs of damage, only after the delivery slip has been signed (electronically), in the case of COD after the delivery slip has been signed and the COD amount has been paid. Only then may the Recipient open and inspect the Parcel (without being entitled to require the presence and assistance of an employee of the delivery company).

5.7 The Carrier shall have a lien on the Shipment to secure its claims arising out of the contractual relationship with the Sender or the Consignee until payment or settlement of all its claims and other claims which are ancillary to the Shipment under the Tariff. If during the detention of the Shipment or the storage period the contents of the Shipment have deteriorated or if necessary for the protection of public health, the Carrier may destroy the Shipment, the Carrier shall make a record of the destruction and deliver it to the Sender, if known. After the expiration of the storage period, the Carrier may destroy the Shipment if its contents are worthless or subject to postal secrecy. The determination of whether the contents of Shipments are valuable, worthless or unsuitable is a matter for Carrier. After the expiration of the retention period agreed in clause 5.3 of this Article of the Terms and Conditions, the Carrier shall be entitled to procure the sale of the Consignment or part thereof in an appropriate manner if the Sender has not instructed the Carrier to proceed further since the expiration of the period agreed in clause 5.3 of this Article of the Terms and Conditions and:

- The parcel cannot be delivered or returned or is not contractually returnable; or
- There is a reasonable fear that the contents of the Shipment will deteriorate before delivery.

If applicable, the Carrier shall deliver to the Shipper the proceeds of the sale after deduction of storage costs, costs of sale and the unpaid portion of the price of the forwarding services (net proceeds). The price for these services shall be governed by the applicable price list. The carrier is therefore entitled to proceed pursuant to Sections 151s to 151v of Act No. 40/1964 Coll. of the Civil Code, or to set off mutual receivables due (including credits) pursuant to Sections 358 et seq. of the Civil Code. Commercial Code, § 558 of the Civil Code and § 323 of the Commercial Code.

5.8 In the case of delivery of Packages to a BOX, the delivery company's employee is obliged to place the Package in the designated BOX no later than on the next business day after receipt of the Package in the given country. In case it is not possible to place the Package in the designated BOX due to technical failure or load of the BOX in question, the employee of the delivery company is obliged to offer the Recipient an available alternative of another BOX or to deliver the Package directly to the address of the Recipient. After the Package has been placed in the BOX, an SMS will be sent to the Package Recipient informing him/her that the Package has been placed in the BOX together with an access PIN code. The Package is normally stored in the BOX for a period of 72 hours from its insertion. 24 hours before the end of the 72-hour storage period, the Recipient is informed by SMS of this fact and is invited to collect it within the next 24 hours. If the Package is not collected from the BOX after the expiry of the 72-hour storage period, the Package is returned to the nearest service centre of the delivery company where it will be stored for a maximum of 5 working days. Here the Package can be picked up in person, unless otherwise agreed. A list of the delivery company's service centres is published at the Recipient's request or at www.kolos.sk. After the expiry of the storage period of 5 working days at the service centre of the delivery company, the Package is automatically returned to the Sender at the Sender's expense. When collecting the Package, the Recipient shall follow the instructions on the BOX screen. For the correct collection of the Parcel, the person collecting the Parcel must have both the opening code in the SMS sent to deposit the Parcel and the telephone number to which the SMS sent to deposit the Parcel. When the Package is collected from the BOX, a receipt is printed to the Recipient/Collector.

5.9 In the case of receipt of a Package with COD service from the BOX, before opening the storage box, the person collecting the Package is asked to pay the COD amount via the payment terminal located below the BOX screen, and only in cashless form

using the payment cards marked on the BOX. When making the payment, the person collecting the BOX shall follow the instructions on the payment terminal.

6. Disposal of Shipment

6.1 The Carrier shall be entitled, after the expiry of the storage period agreed in Article 5 Clause 5.3 of these Terms and Conditions, to have the Shipment or part thereof disposed of if:

- (a) the contents of the Shipment have become wholly or partially deteriorated,
- b) if the Shipment is not sold, cannot be delivered and at the same time cannot be returned or is not to be returned under the Service Contract,
- c) notify the Sender of the acknowledgement of a claim for compensation for damage to the Shipment being transported.

6.2 Even before the expiry of the agreed period, the Shipment or part thereof may be disposed of if necessary to ensure the protection of the health of persons.

6.3 The Sender shall indemnify the Carrier against any loss suffered by the Carrier in connection with the disposal of the Shipment pursuant to this Article, in particular to recover the costs associated with the disposal of the Shipment and the costs associated with the settlement of third party claims made against the Carrier in connection with the Shipment.

7. Tariff

7.1 The rates for the services provided by KOLOS are set out in the applicable price list. The right to payment for carriage to the Carrier arises upon handing over the Shipment to the Carrier and its amount is determined by the current price list of the Carrier and the total weight of the Shipment, including packaging, or the amount of the COD amount, as the case may be.

7.2 Rates for carriage of the Shipment shall be paid in cash, normally by the Sender, unless it is agreed with the Sender that the Recipient shall pay the carriage rate. Payment by bank transfer (payment on invoice) is only possible on the basis of a concluded Service Contract.

7.3 In case of the additional service Cash on Delivery, the payment of the cash on delivery amount (value of the Shipment) is possible in cash by the Consignee of the Shipment or by means of a payment card accepted by the Carrier, in case the Sender has ordered this service within the framework of the transport order.

7.4 For a Shipment with a Freight Collect (FC) payment term, the Recipient of the Shipment pays the freight rate. If the Consignee of the Shipment refuses to pay the freight rate, the Sender shall pay the freight rate according to the applicable price list.

7.5 KOLOS is entitled to charge a fuel surcharge on top of the transport rate. KOLOS is entitled to unilaterally adjust the amount of the fuel surcharge according to the development of average fuel prices in the country concerned published by the Statistical Office of the country concerned. The Service Contract specifies the method of charging the rates and, where applicable, the amount of the rates.

7.6 KOLOS is entitled to charge a toll surcharge in addition to the transport rate. KOLOS is entitled to unilaterally adjust the amount of the toll surcharge in the event of a change in the generally binding legal regulations governing road infrastructure charging.

8. Complaints procedure and compensation for damages

8.1 The Sender or Recipient of a Shipment shall always submit a complaint to KOLOS in writing. The Recipient is obliged to inspect the Shipment properly upon receipt. In the event of obvious damage to the surface of the Parcel packaging, or obvious internal damage or loss of part of the contents, report such damage or loss to the Carrier. A damage report must be drawn up immediately on the extent of the damage or partial loss of the contents of the Parcel. The Carrier is obliged to draw up such a report.

8.2 Notification of delayed delivery of a Shipment with a guaranteed delivery time, damage to or loss from a Shipment shall be made by the Sender or Recipient to KOLOS in writing no later than the next business day after delivery of the Shipment. In the event of a later notification of the defect referred to in the preceding sentence, no claim can be made.

8.3 Notification of partial or total loss of a Shipment shall be made in writing by the Sender or Recipient to KOLOS no later than 2 working days following the scheduled (guaranteed) delivery time of the Shipment. In the event of a later notification of the defect referred to in the preceding sentence, no claim can be made.

8.4 In the event of damage or destruction of the Shipment, the Recipient is obliged to keep the original packaging of the Shipment for inspection by KOLOS and for photographic documentation.

8.5 After reporting damage, destruction or loss of the Shipment or a missing part of the Shipment, the Shipment will be collected by an authorized employee of KOLOS on the basis of an order from the Claims Department and an authorized employee of KOLOS will draw up a damage report and make a photo documentation. Drawing up a damage report is not considered a claim. Reporting of damage (destruction, loss or loss of goods) and the damage report do not replace a written claim. The Sender or Recipient of the Shipment, as the case may be, shall make a written claim no later than 10 working days from the date of the report of damage to, or loss or damage to or loss of, the Shipment. Upon the expiry of this period, the Sender's or Recipient's right to make a claim shall cease.

The written complaint must contain in particular:

- Shipment number
- description of the defect or damage to the Shipment identification of the contents of the Shipment
- the amount of the damages claimed
- photo documentation
- the date on which the Shipment was tendered for carriage

Furthermore, the written complaint must be accompanied by:

- proof of the contents of the Shipment (delivery note, original purchase invoice excluding VAT, purchase order, etc.)
- a document proving the value of the Shipment in a relevant manner (purchase invoice or cash receipt; if the person claiming compensation is a VAT payer, KOLOS will pay compensation for damages up to the purchase price of the goods excluding VAT)
- in case of damage to the Shipment, a document proving the amount of the damage
damage (repair invoice, expert opinion to determine the extent of damage)

8.6 The time limit for processing a claim for loss, partial loss, destruction, damage or loss from a Shipment is 30 days from the date of the claim. This period shall be extended by the time during which KOLOS has not had all the necessary documents from the Authorised Person to process the claim. If it is necessary to provide the necessary documents from law enforcement authorities, insurance company, or any other authority, agency or institution to settle the claim, the time limit for settling the claim shall only begin to run after the delivery of these documents to the Carrier. In case of delayed delivery of the Shipment, the time for finding out the necessary information is set at 2 working days. In case of delayed delivery of a Shipment with guaranteed delivery time due to KOLOS' fault, the Sender or the Recipient shall be compensated for damages in the amount of the paid freight rate. The provision of this compensation will compensate in a lump sum for possible damages (economic losses) resulting from the failure to meet the delivery time of the Shipment with a guaranteed delivery time. In the case of Shipments with a non-guaranteed delivery time, the Sender or the Recipient may not claim damages pursuant to the preceding sentence. In addition to such indemnity, neither the Sender nor the Recipient of the Shipment shall be entitled to any further or consequential damages, lost profits, penalties for delay, liquidated damages, penalties or any other claims of third parties. In the event of damage to or loss of a Shipment, the Sender shall be entitled to compensation in the amount of the actual damage to the Shipment, up to a maximum of the declared value of the Shipment as stated on the Receipt. Actual damage is that by which the Sender's property has been diminished as a result of the damage to the Shipment. Insofar as the person claiming damages is a VAT payer, he/she shall claim damages against KOLOS in principle without VAT. As part of the claim procedure for compensation for damage to goods, the Sender or the Recipient is obliged to prove the value of the Shipment with a relevant document (purchase invoice or receipt; if the person claiming compensation is a VAT payer, KOLOS will reimburse him only the purchase price of the goods excluding VAT). Neither the Sender nor the Recipient of the Shipment shall be entitled to compensation for lost profits or other consequential or indirect damages. The Sender must assert the right to compensation for damages for which KOLOS is liable within six months of the day following the day of collection of the Shipment; otherwise this right shall be extinguished. The Sender shall not be entitled to set off the claim for damages for damage to the Shipments

against the Carrier for payment of the price of the transport services, to which both parties expressly agree. The Sender shall not be entitled to assign the claim for damages to a third party without the prior written consent of the Carrier.

8.7 In the event of loss, damage or destruction of a Shipment containing documents, the Carrier shall reimburse the Sender for damages only up to the amount of the freight charges paid.

8.8 In the event of damage, loss, destruction or loss in weight of the Shipment, the Sender shall be entitled to compensation in the amount of the actual damage to the Shipment, taking into account the provisions of Article 9 of these Terms and Conditions.

8.9 KOLOS decides on the justification and payment of compensation. Compensation for a substantiated claim shall be paid without delay once the compensation obligation and the amount of compensation have been established. KOLOS shall pay compensation for damages only in money, in the currency valid in the territory of the Slovak Republic (EURO).

8.10 Damages may also be paid to the Consignee of the Shipment upon written authorization from the Sender of the Shipment.

8.11 KOLOS shall be liable for damages to the Shipment or loss of the Shipment in accordance with § 622 of the Commercial Code and § 38 and § 39 of Act No. 324/2011 Coll. on postal services and on amendment and supplementation of certain acts.

8.12 In the event of damage to a used or worn item being transported, its actual value is based on its age and the degree of wear and tear (time value). Time value means the value of the time it would take at the place and time of dispatch to reacquire a new item of the same kind and quality, less the corresponding rate of wear and tear or other deterioration of the item. The amount of compensation will be calculated as the time value of the item taking into account the wear and tear, age and depreciation of the item according to the terms and conditions of KOLOS Insurance Institute.

8.13 Any disputes between the Parties shall be settled through the competent courts of the Slovak Republic. Pursuant to § 399 of the Commercial Code, rights arising from damage to the transported items (Shipments) and from delayed delivery of the Shipment against the Carrier shall be time-barred after one year has elapsed. The Carrier's liability for damage to the Shipment is governed by the Commercial Code and these Terms and Conditions of the Carrier.

8.14 If the Sender who is a consumer is not satisfied with the manner in which the Carrier has handled his claim or if he believes that the Carrier has violated his rights, he has the opportunity to contact the Carrier with a request for redress (contact www.kolos.sk). If the Carrier responds to the request for redress in a negative manner or does not respond within 30 days from the date of its dispatch, the Sender who is a consumer has the right to request a redress in accordance with § 12 of Act No. 391/2015 Coll. On alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts, the right to submit a proposal for the initiation of an alternative solution of their dispute. The competent entity for alternative dispute resolution of consumer disputes arising from contracts for the provision of postal services is the Office for the Regulation of Electronic Communications and Postal Services (www.teleoff.gov.sk) or another competent authorised legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Justice of the Slovak Republic (<http://www.mhsr.sk/zoznamsubjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), while the Sender, who is a consumer, has the right to choose which of the above-mentioned entities for alternative dispute resolution of consumer disputes he/she will turn to. At the same time, the Consumer Sender may use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit a proposal for alternative dispute resolution. Information on the fees for the proposal can be found by the Consumer Sender on the website of the specific ADR entity.

8.15 If the Package stored in the BOX shows visible signs of damage, the Recipient may claim the Package through the automatic claim according to the instructions on the BOX screen, at the latest upon receipt of the Package.

9. Agreement on contractual penalty

9.1 In the event that, when claiming damages, it becomes apparent that the Sender has tendered a Shipment for carriage with a value exceeding EUR 1,000.00 and has failed to notify the Carrier of this fact in time, or has notified the Carrier of a price lower than the actual price of the Shipment, thereby preventing the Carrier from properly "insuring" the Shipment to its actual value, the Sender shall be obliged to pay the Carrier a contractual penalty calculated as follows:

$$ZP = SH - PH/SH \times PH$$

CP = contractual penalty

SH = actual value of the Shipment

PH = insured value (the value for which the Shipment is insured)

The Carrier shall be entitled to claim against the Sender a contractual penalty in the amount of the difference between the actual value of the Shipment and the value stated by the Sender on the waybill; other claims of the Carrier, in particular the claim for damages, shall not be affected in any way.

Payment by credit card - the service is available for all Shipments with the additional COD service, which are processed in the customer application, delivered in the EU. If the Sender chooses the Credit Card Payment service, where the Recipient can also pay the requested COD amount by credit card, the Sender will be charged a fee for the Credit Card Payment service in addition to the cost of the Credit Card Payment service, which is governed by the Carrier's price list, even if the Recipient does not use this credit card payment option.

9.2 The Carrier is entitled to set off the claim for the contractual penalty against the Sender's claim for compensation for damage to the Shipment.

10. Shipment insurance

Shipment insurance covers losses resulting from loss, damage or loss from the Shipment. Insurance for Shipments with a value stated by the Sender on the Bill of Lading (declared value) up to EUR 1,000.00 is included in the freight rate. The Sender is obliged to indicate on the Waybill the actual value of the goods being transported. For Shipments with a declared value higher than EUR 1,000.00, KOLOS will charge a surcharge of EUR 1.50 for each additional EUR 100.00 of the declared value of the Shipment to the freight rate. By paying the "insurance surcharge" to the freight rate, KOLOS assumes the responsibility to indemnify the Sender for damages in the amount of the value of the Shipment as declared by the Sender in the waybill. Shipments containing documents cannot be insured.

11. Dispensing points

Submission of Packages to the Drop Off Points is conditional upon the use of the Carrier's customer application. As part of the service, the Carrier will provide the following services:

- a) Sending an automatically generated SMS message to the Recipient on the day of delivery of the Shipment to the Point of Delivery.
- b) A reminder to deposit the Shipment at the Dispensing Point on the last day of deposit.
- c) Deposit of the Shipment at the Point of Delivery for a period of 7 calendar days, the period commencing on the date of delivery of the Shipment to the Point of Delivery.

The Sender can order an additional service to the service Delivery, which is separately charged according to the current price list. The Carrier undertakes to send a notification to the Recipient by SMS only if the Sender provides the Carrier with the necessary information, such as the telephone number of the Recipient to which the notification is to be sent, in a data file specified by the Carrier. If the Sender fails to provide the Carrier with the necessary and correct information no later than the day of dispatch of the Shipment, the Carrier shall not be obliged to provide the service for which the information is necessary. This is without prejudice to the Carrier's entitlement to payment for the Point of Dispatch service according to the applicable price list. The price of the Point of Delivery shall be governed by the relevant price list. The maximum weight of a Shipment sent to the Dispatch Point is 20kg. A Shipment may also be dispatched from a Dispatch Point to another Dispatch Point or to any address in the EU using the price list applicable to the Dispatch Point. The service of sending the Shipment from the Dispatch Point can be used only in selected Dispatch Points designated by the Carrier.

In the event that the price conditions for the Point of Delivery service have not been individually negotiated between the Carrier and the Sender, the price conditions for the delivery of the Shipment set out in the Service Contract shall apply to the Point of Delivery service.

12. Payment by card

The Carrier accepts payments for COD from the Consignee of the Shipment made by Maestro, MasterCard, MasterCard Electronic, VISA, VISA Electron and V-Pay credit cards. In the event that payment for a COD Shipment (COD amount) has been paid to Carrier by credit card, Carrier shall (i) remit such amount to the account specified by the Sender, or (ii) be entitled to set off such amount against any claim against the Sender. The commission for the Bank's services under the Card Acceptance Agreement between the Carrier and the Bank shall be invoiced by the Carrier to the Sender by way of an invoice issued in

accordance with the applicable Agreement. In the event that the Bank blocks a transaction made by payment card, the time required to transfer the amount to the Sender's account shall be extended by the period of blocking of funds. The Sender agrees that the Carrier has the right to verify the validity, authenticity of the submitted payment card by checking the identity of the cardholder. In the event that the Bank makes a corrective settlement of payments and financial differences the Carrier shall be entitled to reimbursement of such amount from the Sender, in particular if:

- the transaction was made with a fake or altered payment card,
- the transaction was fraudulent.

No liability or responsibility shall arise for the Carrier from any disputes between the Sender and the cardholder regarding the quality of goods or services paid for by means of the payment card. If the Bank makes a corrective settlement or chargeback due to a claim, the Sender agrees to reimburse the Carrier for that amount.

13. Shipment information

Information about Shipments can be requested by anyone who provides the Shipment's tracking number by calling KOLOS Customer Service (information www.kolos.sk). Information about the delivery of the Shipment will be available the next business day after the delivery date of the Shipment. The entire route of the Shipment from collection to delivery can be tracked on the website www.kolos.sk.

This is without prejudice to KOLOS's obligations or restrictions regarding postal confidentiality and the protection of personal data arising from specific legislation.

14. Privacy Policy

14.1 For the purposes of these Terms and Conditions:

(a) General Data Protection Regulation: 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, in particular:

title, name, surname, delivery address, billing address, telephone number, e-mail address, ID card number or other identity document, date of birth,

(c) data subject within the meaning of Article 4(1) of the General Data Protection Regulation: any natural person whose personal data is the subject of the processing (recipient of the consignment).

14.2 In accordance with Article 6(1)(b) of the General Data Protection Regulation, the sender who has concluded a Service Contract with KOLOS shall provide KOLOS with the personal data of the data subject (the recipient of the shipment) for the purpose of fulfilling the contract concluded between the sender and the data subject.

14.3 KOLOS processes the personal data of the data subjects for the purpose of fulfilling the contract concluded between the data subject and the sender in connection with

- (a) the transport and delivery of the consignment to the person concerned (consignee),
- (b) by verifying the identity of the data subject (consignee of the consignment) when handing over the consignment which the data subject (consignee of the consignment) has ordered from the sender,
- (c) records of delivered and undelivered consignments,
- (d) communications initiated by the data subject in relation to the delivery of the parcel by KOLOS,
- (e) handling any complaints or grievances.

14.4 The Sender, who has concluded a Service Contract with KOLOS, is obliged to inform the Data Subject in relation to the Data Subject to whom KOLOS delivers or arranges the delivery of a shipment ordered from the Sender, within the scope of Articles 13 and 14 of the General Data Protection Regulation (i.e. on behalf of the sender and on behalf of KOLOS), in particular (but not limited to) the rights of the data subject and that the personal data of the data subject will be provided to KOLOS for the purpose set out in clause 14.2 of these Terms and Conditions, which will process them in accordance with clause 14.3.



14.5 The Sender, who has concluded a Service Contract with KOLOS, is responsible for the accuracy and timeliness of the personal data of the Data Subjects provided to KOLOS pursuant to Clauses 14.2 and 14.3 of these Terms and Conditions.

14.6 KOLOS, which processes the personal data of the data subjects on its own behalf, has entrusted the processing of personal data to intermediaries through which it provides the services referred to in point 1.2 of these Terms and Conditions. KOLOS's intermediaries process the personal data of the data subjects (recipients of shipments) on the basis of documented instructions from KOLOS and in accordance with the General Data Protection Regulation. A continuously updated list of processors who process the personal data of data subjects (consignees) on behalf of KOLOS is published on the website www.kolos.sk.

14.7 The Carrier's Data Protection Officer can be contacted at www.kolos.sk.

15. Final Provisions

Contractual relations not regulated in these Terms and Conditions shall be governed by the relevant provisions of the Commercial Code (for the avoidance of doubt, the parties declare that they have agreed, pursuant to Section 262 of the Commercial Code, on the scope of the Commercial Code) and Act No. 324/2011 Coll. on postal services and other legislation in force in the territory of the Slovak Republic and the EU.

These Terms and Conditions shall come into force on 1 November 2024.