

GENERAL CONDITIONS FOR DELIVERY OF PPL SHIPMENTS

(“General Terms and Conditions”)

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1. Introductory Provisions

- 1.1 These General Terms and Conditions regulate the conditions for entering into a contract and the provision of postal services to PPL CZ s.r.o., with its registered office at: K Borovému 99, Jažlovice, 251 01 Říčany, company registration number: 25194798, file number: C 105858, filed with the Municipal Court in Prague (hereinafter referred to as “**PPL**”). PPL provides its services listed on the web link www.ppl.cz/product-terms under the postal services regime pursuant to Act No. 29/2000 Coll., on Postal Services, as amended (hereinafter referred to as the “**Postal Services Act**”) and, mutatis mutandis, pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), and its provisions under Sec. 2471 et seq. (these services hereinafter referred to as “**Services**”).
- 1.2 The entry into a postal contract (hereinafter referred to as the “**Contract**”) is made by arranging the Service through a collection order via www.ppl.cz or in the myPPL App, if such an option for the Service is available. By entering into the Contract, the sender (hereinafter referred to as the “**Sender**”) agrees to these General Terms and Conditions, which form an integral part of the Contract. Should any claim against PPL arise in relation to the Service in question, the Sender shall be deemed to be contracting the specific Service also on behalf of such a third party. Such a third party is typically, but not exclusively, the recipient of the Shipment (hereinafter referred to as the “**Recipient**”).
- 1.3 If a Service involving Mailing via a Mailing Point is agreed, the Contract is agreed subject to the condition precedent of the expiry of up to 15 days from the date of agreement of the Service in which the Mailing of the Shipment does not occur.
- 1.4 The Service includes PPL’s obligation to provide transportation of the Shipment from the time of receipt of the Shipment by PPL until the time of Delivery of the Shipment in accordance with these General Terms and Conditions, as well as any additional or ancillary Services selected.
- 1.5 Definitions:
 - 1.5.1 “**myPPL App**” means an application to download for certain mobile phones for managing PPL services.

- 1.5.2 “**Third Party Box**” means self-service dispensing boxes operated by third parties other than PPL, which have non-stop operation and intuitive controls.
- 1.5.3 “**Cash on Delivery**” means the withdrawal of a sum of money from the Recipient by means of a credit card, payment gateway, myPPL mobile App or in cash.
- 1.5.4 “**Delivery**” means delivery of the Shipment to the Recipient at the address selected or collection of the Shipment from the Collection Point.
- 1.5.5 “**Label/Shipment Label**” means a Shipment identifier created by PPL’s automated systems based on data entered by the Sender.
- 1.5.6 “**Controlled Goods**” means counterfeit goods, items that infringe intellectual property rights, or content that violates applicable trade restrictions and embargoes, or that are to be delivered to a denied person (listed on the UN, EU, US or other publicly denied person sanctions lists), or that contain any other items that are prohibited from being transported under applicable laws or other regulatory restrictions.
- 1.5.7 “**Non-Contracting Customer**” means a Sender who does not have a valid written forwarding contract with PPL.
- 1.5.8 “**Trade laws**” means all laws, regulations, decrees, orders, policies or rules relating to trade or economic sanctions or embargoes, anti-boycott laws, Prohibited Party Lists, trade controls on the import, export, re-export, transfer or other trade in goods, services or technology, and any other similar regulations, rules, restrictions, orders or requirements which have the force of law in relation to the foregoing and are in force at the relevant time, including those of the European Union and its member states, the United Kingdom, the United Nations, the United States of America (“USA”) or any governmental laws applicable to a Party or the Agreement.
- 1.5.9 “**Restricted Jurisdiction**” means a country, state, territory or region that is subject to comprehensive economic sanctions or trade restrictions under the Trade Laws applicable to any Party to the Contract. As of the commencement of this Contract, Restricted Jurisdictions include Belarus, Cuba, the Crimean Peninsula, the non-government-controlled areas of Donetsk, Luhansk, Kherson and Zaporizhzhya regions of Ukraine, Iran, North Korea, Russia and Syria, subject to change.
- 1.5.10 “**Parcelbox**” means the self-service dispensing boxes operated by PPL, which have non-stop operation and intuitive controls.
- 1.5.11 “**Parcelshop**” means a location (shop, third-party business premise) which, in addition to its core business, enables the receipt and dispatch of PPL shipments.
- 1.5.12 “**Acceptance PIN**” means the numeric code used to accept a Shipment and to change the Delivery of a Shipment.
- 1.5.13 “**Mailing Point**” means Parcelshop or Parcelbox.
- 1.5.14 “**Mailing**” means the collection of the Shipment at the designated address or delivery at the Mailing Point.

- 1.5.15 **"Premises"** means PPL's establishments and third party establishments.
- 1.5.16 **"Prohibited Party"** means any natural or legal person (e.g., individuals, companies, groups, organizations, institutions) who is:
- (a) listed on an applicable governmental list of prohibited or restricted persons, including, but not limited to, the most recent applicable versions of the European Union Consolidated List of Financial Sanctions and the U.S. Consolidated Screening List; or any similar restrictive list of persons subject to sanctions under the Trade Laws;
 - (b) directly or indirectly owns 50% or more (including an aggregate interest) or is controlled (as those terms are interpreted under applicable Trade Laws) by, or acts on behalf of, a person described in paragraph (a); or
 - (c) a director, officer or employee of a person described in paragraph (a) or (b).
- 1.5.17 **"Smart PIN"** means a numeric code used to submit and identify a Shipment.
- 1.5.18 **"Contract Customer"** means a Sender who has a valid written forwarding contract with PPL.
- 1.5.19 **"Unaccepted Shipments"** means any Shipments that have been refused or not picked up by the Recipient or Sender for any reason.
- 1.5.20 **"Notification"** means a form of communication (notification) that informs the Sender and the Recipient of important events or changes through various digital channels, primarily email communication and notifications in the myPPL App, or other communication channels (e.g. SMS or telephone notifications). Notification is sent to the email address and/or telephone number provided by the Sender when ordering the Service and, where applicable, via the myPPL App. The User may specify the method of notification in the myPPL App.
- 1.5.21 **"Point of Delivery"** means a Parcelbox, Third Party Box or Parcelshop.
- 1.5.22 **"Shipment"** means all packages which are delivered under a single Bill of Lading and which may be transported by any method chosen by PPL, including by land, air or any other means of transport, unless otherwise provided in the Product Terms. The term **"Bill of Lading"** (including electronic versions) includes any Shipment identifier or document created by PPL's or Sender's automated systems, such as a label, barcode, QR code, waybill or freight bill. A Shipment consists of a single Package, unless a particular Service permits the shipment of multiple Packages within a single Bill of Lading.
- 1.6 The Product Terms, the Complaints Procedure, the Arrangement on the scope of liability for damage and its determination, the Collection of Shipments, the Instructions on the correct packaging of the Shipment, the Price List and Price List for Damage to Property and Shipments are an integral part of these General Terms and Conditions. Should a conflict arise between these General Terms and Conditions, the Product Terms and Conditions, the Complaints Procedure, the Agreement on the Scope of Liability for Damage and its Determination, the Collection of Shipments, the Instructions on the Correct [Packaging of the Shipment](#), the [Price List](#) and Price List for Damage to Property and Shipments, the provisions set out in the Product Terms and Conditions, the Complaints Procedure, the Agreement on the Scope of Liability for Damage and its Determination, the Collection of Shipments, the Instructions on the Correct Packaging of the Shipment, the Price List and Price List for Damage to Property and Shipments shall prevail, in the following order: Product Terms, Complaints Procedure, Agreement on the scope of liability for damage and its determination, Collection of Shipments, Instructions on the correct packaging of the Shipment, Price List, Price List for Damage to Property and Shipments and General Terms and Conditions. Deviations from these General Terms and Conditions may only be agreed in writing. The Services are not subject to any general or other terms and conditions of the Sender or any third party.
2. **Specific Arrangements for Mailing via Mailing Points**
- 2.1 Unless the Contract Customer has agreed otherwise with PPL, as a part of the Contract agreement via the www.ppl.cz website or in the myPPL App, a Label/Shipping Label, SMART PIN or QR Code for the Shipment will be generated and sent to the Sender, at the Sender's discretion, to the email address entered by the Sender or to the myPPL App.
- 2.2 Fees for the agreed Service can be paid when arranging the Service, in particular by payment card, via the myPPL App or on the www.ppl.cz website.
- 2.3 Mailing of a Shipment at a Parcelshop is possible during the operating hours of the Parcelshop operator and depends on the Parcelshop's available capacity.
- 2.4 Mailing of a Shipment in a Parcelbox is possible around the clock and depends on the Parcelbox's available capacity.
- 2.5 When the Sender mails the Shipment at the Parcelshop, the Sender will hand over the Shipment with a Label/Shipping Label or Smart PIN, with which the Mailing will be done.
- 2.6 When sending the Shipment, the Sender enters the SMART PIN on the Parcelbox interactive screen and places the Shipment bearing the Label/Shipping Label or Smart PIN in the Parcelbox, which will open after entering the SMART PIN. The Sender is obliged to close the relevant mailbox after the insertion of the Shipment, which is the Mailing. Only one package can be placed in the mailbox at a time.
- 2.7 In the event of technical problems with Mailing in a Parcelbox, the Sender may follow the instructions displayed on the Parcelbox interactive screen or contact PPL Customer Service.
- 2.8 The maximum and minimum dimensions of Shipments Mailed via Mailing Points are set out in the Product Terms. The Sender acknowledges that the size of Parcelboxes may vary slightly due to the design of the facility.
- 2.9 The SMART PIN is transferable, i.e. the Sender can share it with a third party. PPL shall not be liable for any unauthorised use or misuse of the SMART PIN.
3. **Specific Arrangements for Delivery via Points of Delivery**
- 3.1 In the context of arranging the Service with Delivery of the Shipment to a designated Parcelbox and a Third Party Box, only a natural person, not a business person, may be designated as the Recipient.
- 3.2 The Recipient will be informed of the deposit of the Shipment for Delivery at the Point of Delivery by means of a Notification.

- 3.3 The storage period of a Shipment is a maximum of 72 hours for a Parcelbox, 48 hours for a Third Party Box and a maximum of seven (7) calendar days for a Parcelshop, measured always from the receipt of the message according to Article **Chyba! Nenalezen z droj odkazů.** of these General Terms and Conditions. Storage time in individual Parcelboxes or Third Party Boxes may vary. The storage period is not extended for the duration of any technical problems with the collection of the Shipment or for the period of closure of the Parcelshop. During the storage period, PPL will not handle the Shipment or change its location, except in the event of an obstacle that would limit the possibility of Delivery or jeopardise the safety of the Shipment or its contents. PPL would notify on such a change in the manner set out in Clause **Chyba! Nenalezen zdroj odkazů.** of these General Terms and Conditions.
- 3.4 In order to collect the Shipment from the Parcelshop, the Recipient is obliged to provide the Parcelshop operator with the acceptance PIN, on the basis of which the Parcelshop operator will issue the Shipment to the Recipient and the Delivery will take place.
- 3.5 The Recipient is required to enter the acceptance PIN on the interactive screen of the Parcelbox and a Third Party Box to collect the Shipment from the Parcelbox and a Third Party Box. Once the acceptance PIN has been properly entered, the Shipment box will open and the Delivery will be made.
- 3.6 The acceptance PIN is transferable, i.e. the Recipient can share it with a third party. PPL shall not be liable for any unauthorised use or misuse of the acceptance PIN.
- 3.7 The maximum and minimum dimensions of the Shipment for Delivery through the Collection Points are set out in the Product Terms. The Sender acknowledges that the size of Parcelboxes and a Third Party Boxes may vary slightly due to the design of the device.
4. **Prohibited Shipments (excluded from transport)**
- 4.1 The Sender agrees that a Shipment will be deemed unacceptable and/or (unsafe) and therefore excluded from transport (hereinafter referred to as a "**Prohibited Shipment**") if:
- 4.1.1 it contains Controlled goods;
- 4.1.2 it requires special handling, authorisation or contains perishable goods or requires temperature or humidity control;
- 4.1.3 it is inadequately or improperly packaged; Instructions for proper packaging of Shipments can be found here: www.ppl.cz/spravne-zabaleni-zasilky;
- 4.1.4 it contains living animals or plants or human or animal remains;
- 4.1.5 it is classified as a dangerous good, prohibited good or restricted under ADR (Agreement concerning the International Carriage of Dangerous Goods by Road) in relation to Shipments carried by road, or by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization) in relation to Shipments;
- 4.1.6 the Sender, Recipient or any third party involved in any way (directly or indirectly) in the transaction of the Shipment is subject to sanctions and/or applicable trade restrictions and/or embargoes, UN, EU, US or other governments and international institutions as applicable ("**Refused Party**");
- 4.1.7 its value exceeds, for individual Services under the Product Terms, the amount of CZK 5,000 or CZK 20,000 or CZK 50,000 (including VAT) per Shipment without the agreed Enhanced Shipment Protection pursuant to Clause 9 of these General Terms and Conditions, whereby PPL's limited liability pursuant to Clause 8 of these General Terms and Conditions shall always apply;
- 4.1.8 its value exceeds the amount of CZK 500,000 (including VAT) per Shipment with Enhanced Shipment Protection, whereby PPL's limited liability pursuant to Article 8 of these General Terms and Conditions shall always apply;
- 4.1.9 it includes banknotes, coins, activated debit or other payment cards and valuables, items of extremely high value such as precious stones, precious metals, artistic or rare objects, items of special interest and items of an irreplaceable nature, collections, data and access codes recorded or stored on any medium; however, if the Shipment contains meal vouchers, mobile phone charging coupons, SIM cards, vignettes, lottery tickets and landline operator phone cards, these may be taken in transit provided that their maximum value in any one Shipment does not exceed CZK 150,000 (including VAT);
- 4.1.10 the total value of all Shipments from one Sender to be delivered to the same Recipient on the same day and containing goods pursuant to Article 4.1.9 of these General Terms and Conditions exceeds the amount of CZK 150,000 (including VAT);
- 4.1.11 it contains weapons or their main parts, ammunition or imitation weapons (including airsoft and paintball guns);
- 4.1.12 it contains items and substances that are easily damaged, such as alcohol and other expensive liquids in glass bottles, similar fragile packaging, etc., even if the instructions for proper packaging of the Shipment are followed;
- 4.1.13 contains tobacco products;
- 4.1.14 contains fire extinguishers.
- 4.2 PPL is not obliged to investigate whether a Shipment is a Prohibited Shipment. If there is any doubt as to whether a Shipment is a Prohibited Shipment, or for security, customs or other reasons provided by law, PPL is entitled to open and inspect the contents of the Shipment. The person making the Delivery of the Shipment is not obliged to attend the inspection of the contents of the Shipment. PPL's acceptance of the Shipment for transportation cannot be considered as confirmation that the Shipment is not a Prohibited Shipment. In the event that the Shipment is a Prohibited Shipment, PPL may (i) refuse to accept the Shipment without giving reasons and charge the Sender a Missed Arrival Fee up to the full amount of the Price List Fee, (ii) return the Shipment to the Sender at the Sender's expense or store the Shipment for collection by the Sender or law enforcement authorities, or (iii) take possession of the Shipment and transport it without notifying the Sender and subsequently require the Sender to pay an additional Fee for any necessary special handling (if such a Fee is included in the Price List), or to pay for damages consisting of increased costs on the part of PPL, or (iv) proceed in accordance with Article 6.10 of these General Terms and Conditions.
- 4.3 The Product Terms may contain other parameters defining a Prohibited Shipment in relation to a sub-Service.
5. **Obligations of the Sender**

- 5.1 The Sender has the following obligations:
- 5.2 To pack the Shipment in such a way as to ensure its safe transport with normal care when handling it by means of automated systems; in particular, to pack the Shipment in a strong and suitable package and at the same time to sufficiently reinforce and fill the interior of the Shipment to such an extent that it will not be damaged during transport, storage and handling, and at the same time to prevent damage or contamination of other shipments transported together or of transport, sorting and storage equipment. The Customer acknowledges that in the event of improper packing of the Shipment resulting in damage or contamination of the packaging of the jointly transported Shipments or damage or contamination of the transport, sorting or storage equipment, PPL is entitled to claim from the Customer the costs of repacking the Shipments or cleaning the equipment in accordance with the Price List for Property Damage available on PPL's website. This does not limit the Customer's liability for damage to the contents of jointly transported consignments or damage to transport, sorting or storage equipment. (Further requirements for modification of the Shipment are set out in the Instructions on the Correct Packaging of the Shipment and the Product Terms)
- 5.2.1 label the Shipment properly, provide PPL with complete and truthful information regarding the Shipment and its contents, and indicate on the Shipment the name and full address of the Recipient and Sender; (Any declaration of value provided for customs or other informational purposes will not be considered a declaration of interest in the specific Delivery of the Shipment or the value of the Shipment within the meaning of international shipping conventions (e.g. CMR, Montreal Convention) or within the meaning of rules issued by the UPU (International Postal Union) and will not result in an extension of PPL's liability)
- 5.2.2 comply with all of its obligations in relation to personal data provided to PPL, including (but not limited to) the Recipient's and Sender's data, usually in the scope of: name and surname, delivery and email address and phone numbers, in order to properly provide the Service;
- 5.2.3 comply with all applicable provisions of customs, import and export laws, sanctions, embargoes, export controls as well as other regulations of governmental authorities and international organisations and attach to the Shipment any documents that may be required under applicable law. PPL is not obliged to check the accuracy and completeness of these documents. If any of the required documents are not available, the Sender is obliged to produce such a document immediately upon PPL's request, but within five working days at the latest. In the event of late submission or failure to submit such a document or documents, PPL shall be entitled to treat the Shipment as a Prohibited Shipment within the meaning of Article 4 of these General Conditions.
- 5.2.4 export the Classified Goods, not to forward any Controlled Goods to PPL and to notify PPL immediately in writing if the Sender has knowledge or reason to believe that the Shipment contains Controlled Goods;
- 5.2.5 ensure that the Delivery (the manner and terms of Delivery are further defined in the Product Terms) to the final destination, any known end user and the end use are in compliance with applicable law and that neither the Sender, the Recipient nor any person connected with any of them or any third party involved is a Rejected Party;
- 5.2.6 keep records and submit information and documents relating to its Shipments as required by applicable law or public authorities.
- 5.3 The Sender is obliged to immediately compensate PPL for any damage caused by a breach of law or these General Terms and Conditions by the Sender or a third party in connection with the Service. For the purposes of this provision, damages include any penalties, fines and claims made against PPL by public authorities on account of or in connection with a breach of the relevant legislation or these General Terms and Conditions.
- 5.4 If the Shipment is forwarded for transportation by a third party, the Sender shall ensure that the third party fulfils all of its obligations under the Contract and these General Conditions.
- 5.5 PPL is entitled to set off its claims against the Sender's claim for payment of the COD amount collected upon delivery of the Shipment, which are more than 5 days overdue.
- 5.6 PPL shall be entitled to suspend the provision of Services and the carriage of Sender's Shipments in the event that it records receivables from a Sender more than 15 days overdue. Upon settlement of the obligations by the Sender, the provision of Services and transportation of Shipments will be resumed.
- 6. PPL Services and Obligations**
- 6.1 PPL undertakes and is obliged to accept from the Sender only a Shipment that complies with the provisions of the General Conditions and to ensure the Delivery of the Shipment to the Recipient at the address indicated by the Sender, either at the first lockable door or at the designated Collection Point. An address in the Czech Republic means an address defined by a postal code, the name of a municipality and its part, the name of a street and a description or registration number, accessible by a paved road, which meets the elements of road traffic safety. PPL does not deliver Shipments to PO boxes. If the address does not meet the requirements for Delivery set out in this Article, or if it is not possible to deliver the Shipment to the first lockable door, or if the designated Collection Point is unable to accept the Shipment for any reason, PPL shall have the right to arrange Delivery of the Shipment to the Recipient by any of the alternative methods pursuant to Article 6.3 of these General Terms and Conditions chosen by PPL, i.e. without the prior consent of the Sender or Recipient.
- 6.2 If neither the Recipient nor the person designated by the Recipient is present at the address specified by the Sender at the time of delivery, PPL is entitled to arrange delivery of the Parcel to an alternate recipient. Substitute Beneficiaries shall be deemed to be adult relatives of the Beneficiary or other persons on the premises at the Beneficiary's address. If the Recipient's address has a central receiving location (e.g. reception or mailroom), PPL will arrange for delivery of the Shipment to such a central receiving location.

- 6.3 If it is not possible to deliver the Shipment in the manner specified in Article 6.1 or 6.2 of these General Terms and Conditions, PPL may arrange for the Shipment to be delivered (i) at its option, by any of the alternative methods of Delivery to the network of Collection Points, (ii) if it is impossible to deliver the Shipment to the designated Collection Point, PPL will deliver the Shipment to another possible Collection Point, (iii) if the Parcelbox or a Third Party Box is not functional, PPL will attempt to rectify the defect as soon as possible or deposit the Shipment at another possible Collection Point.
- 6.4 The Recipient shall be informed of the change of the place of Delivery pursuant to Article 6.3 of these General Terms and Conditions by means of a Notification..
- 6.5 If the Shipment is not collected from the Collection Point (i.e. if Delivery does not occur) within the storage period pursuant to Article 3.3 of these General Terms and Conditions, the Shipment shall be returned to the Sender.
- 6.6 If the Shipment is not delivered because of inaccurate, incomplete or illegible information on the Shipment required for its delivery, PPL will arrange storage of the Shipment, but not longer than seven (7) days. Upon expiration of the time specified in the preceding sentence, the Shipment shall be returned to the Sender.
- 6.7 The terms and conditions of Delivery of Shipments are further regulated in the Product Terms and Conditions.
- 6.8 If the Recipient designates the place or person for Delivery of the Shipment, for the purposes of this Section 6 of these General Terms and Conditions, the Sender shall be deemed to have authorised the Recipient to designate the place or person for Delivery of the Shipment.
- 6.9 PPL is entitled to use electronic devices for the purpose of proving the Mailing and Delivery of the Shipment. Such electronic documentation shall constitute sufficient evidence of Mailing and Delivery.
- 6.10 If the Shipment is a Prohibited Shipment, Unaccepted Shipment or has been undervalued for customs purposes, if the Recipient cannot be identified or located with reasonable efforts, or if the Recipient refuses to pay the Fees, duties, taxes, or COD in connection with the Shipment, PPL will use reasonable efforts to return the Shipment to the Sender at the Sender's expense (in the case of a Prohibited Shipment and unpaid Fees only if no other procedure is chosen under Section 4.2 or 7.2 of these General Terms and Conditions) and in the event of a Unaccepted Shipment, PPL is also entitled to charge the Sender the Service Fee associated with the Non-Accepted Shipment, up to the full amount of the Service Fee according to the Price List. In the event that this is not reasonably practicable, the Shipment described in this Article may be dealt with in accordance with the provisions of the relevant legislation and the Complaints Procedure published at www.ppl.cz/complaint-rules, it may be freely disposed of or sold, without any liability being incurred by PPL to the Sender or any other person in connection therewith, provided that the proceeds so received shall be used to cover customs duties, taxes, Fees and expenses in connection with the Shipment and the remainder of the proceeds of sale shall be returned to the Sender. Where permitted by applicable law, PPL shall have the right to destroy any Shipment the return of which to the Sender is prohibited by applicable law, as well as any Shipment containing dangerous or perishable goods. Further details are set out in the Complaints Procedure.
- 6.11 PPL will use reasonable endeavours to deliver the Shipment within the deadlines specified for each Service in the Product Terms. However, these deadlines are neither binding nor enforceable.
- 6.12 PPL is entitled to choose the transport route and to subcontract any part of the Service to contractual partners at its own discretion.
- 6.13 Further details of the PPL Services are available, including the relevant Delivery Options, at www.ppl.cz.
- 7. Service Fees and Official Fees**
- 7.1 The price for transport and other Services (hereinafter referred to as the "**Fees**") shall be charged and the Sender shall pay the Fees in accordance with the PPL Fee Schedule applicable at the time of entry into the Shipment Contract for arranging its transport which is available at www.ppl.cz/cenik-firmy and www.ppl.cz/cenik-osoby (hereinafter referred to as the "**Price List**"). Unless otherwise stated in the Price List, the Fees are inclusive of VAT. Unless otherwise stated, the Fees do not include any additional taxes and customs fees (hereinafter referred to as the "**Official Fees**"). The right to payment of the Fee arises for Non-Contracting Customers at the time of entry into the Contract and for Contracting Customers at the time of delivery of the Shipment to PPL for transportation; this does not affect the obligation to pay the Missed Arrival Fee. The Sender is obliged to pay the Fees and the Official Fees. The extent of the Sender's right to a refund of the Fees in the event of a breach of PPL's obligations under the Contract is governed by the Complaints Procedure.
- 7.2 The Sender is obliged to inform the Recipient in a reasonable manner of his/her payment obligations in connection with the ordered Service. At PPL's request and no later than upon Delivery of the Shipment, the Recipient shall pay PPL the Official Fees if the Recipient is required to pay them by law. In addition, the Recipient, if represented by PPL for any of the Services, shall reimburse PPL for any Charges not paid by the Sender. If the Recipient refuses to pay the Official Fees or Charges in breach of these General Terms and Conditions, this shall be deemed a refusal to accept the Shipment; the Sender shall be jointly and severally liable with the Recipient for payment of such amounts due. If the Recipient or Sender fails to pay such amounts due, PPL shall be entitled to either (i) return the Shipment to the Sender at the Sender's expense or (ii) store the Shipment at the Sender's expense for timely collection by the Sender, or (iii) if permissible under applicable law, destroy the Shipment without incurring any liability to PPL or any other person, or (iv) comply with the provisions of Section 6.9 of these General Terms and Conditions.
- 7.3 If the Contract is terminated pursuant to Article 1.3 of these General Terms and Conditions, PPL shall refund the Fee within (seven) 7 days from the date on which the termination condition occurred, in the same manner as it was paid.
- 8. Responsibility of PPL**
- 8.1 Each Shipment is transported subject to PPL's limited liability for damages and each Service is agreed subject to PPL's limited liability for damages, all within the meaning of and in accordance with the provisions of these General Conditions. If the Sender requires an enhanced level of protection for him/herself or the Shipment, such enhanced protection of the Shipment may be arranged on a case-by-case basis for an additional fee.
- 8.2 PPL's liability for damages with regards to any Shipment is strictly limited as follows: concerning cross-border Shipments transported by road (which is considered a standard form of transport), as well as

- cross-border Shipments transported by air (including ancillary road transport and stopovers) and domestic Shipments (unless there are other prescribed limits in the relevant legislation), damage will be incurred:
- 8.2.1 in the event of damage to the Shipment, the reasonable cost of repairs necessary to restore the Shipment to its original condition, including the cost of disassembly and reassembly. From this cost shall be deducted the cost of the recoverable and usable residues of the parts being replaced. If the damaged Shipment is not repaired and is fit for its original purpose even with the damage, then the Sender is entitled to compensation in the amount of the difference between the price of the Shipment before and after the damage. The price of the damaged Shipment is the amount determined by an expert opinion or the net proceeds from the sale of the damaged Shipment;
 - 8.2.2 in the event of destruction or loss of a Shipment, the actual value of the Shipment at the time of acceptance of the Shipment for transportation, or a portion thereof if only a portion is lost or destroyed.
- 8.3 PPL's liability for damages in the case of domestic carriage is strictly limited to a maximum amount of CZK 50,000 (including VAT) per Shipment in all circumstances, except where the Product Terms or the Agreement on the Scope of Liability and its Determination expressly provide otherwise in respect of a partial Service.
 - 8.4 PPL's liability for damages is strictly limited to a maximum amount of CZK 100,000 (including VAT) per Shipment in the case of cross-border transport in all circumstances, except where the Product Terms and Conditions expressly provide otherwise for a sub-Service.
 - 8.5 The maximum extent of PPL's liability under Articles 8.3 and 8.4 of these General Terms and Conditions may be increased by negotiating an Enhanced Protection Fee in accordance with Article 9 of these General Terms and Conditions. In this case, PPL's liability is limited to the agreed amount, but not more than CZK 500,000 (including VAT) per Shipment.
 - 8.6 Furthermore, PPL's liability for damages is strictly limited to actual direct damage to the Shipment, subject to the limits set out in this Clause 8 of these General Terms and Conditions. Liability of PPL for non-patrimonial damages and other types of consequential damages (such as, in particular, loss of profit, loss of business, loss of reputation, third-party claims, costs associated with the claim or any other consequential damages) is excluded, even if PPL has been informed in advance of the risk of such damages.
 - 8.7 PPL is not liable for any loss or damage of:
 - 8.7.1 Prohibited Shipment, even if Enhanced Shipment Protection has been arranged for this Prohibited Shipment (if, despite the arrangement of such Enhanced Shipment Protection, the nature of the Prohibited Shipment continues), due to the fact that PPL is not entitled to inspect the contents of the Shipment prior to the arrangement of Enhanced Shipment Protection;
 - 8.7.2 Shipments that have not been packaged in the manner set out in these General Terms and Conditions and the Instructions for the Proper Packaging of Shipments.
 - 8.8 The provisions of this Clause 8 of these General Terms and Conditions shall be construed as a waiver
- of the beneficiary's right against PPL to compensation for damages incurred by the beneficiary in excess of the agreed limitation of liability amount. In this context, the Authorised Person declares, inter alia, that it is not a so-called weaker party within the meaning of the relevant provisions of the CC.
- 8.9 The detailed complaints procedure and claim periods are set out in the Complaints Procedure and the Information on Consumer Rights as PPL Customers.
9. **Enhanced Shipment Protection Fee**
 - 9.1 If the Sender considers the scope of liability for damages under Clauses 8.3 or 8.4 of these General Terms and Conditions to be insufficient, the Sender may make a special written declaration of the value of the Shipment in excess of such value using the form available at the web link www.ppl.cz and pay the Enhanced Shipment Protection Fee. Such a declaration, if in accordance with these General Terms and Conditions, together with payment of the Enhanced Shipment Protection Fee, shall be deemed to be an agreement to PPL's extended liability for damage (hereinafter referred to as "**Enhanced Shipment Protection**"). Enhanced Shipment Protection does not modify any of the provisions of Section 8, except for Sections 8.3 and 8.4 of these General Terms. The shipment must always comply with the terms of the General Terms and Conditions.
 - 9.2 Further details of the Enhanced Shipment Protection Fee in relation to each Service are set out in the Price List.
 10. **Customs Clearance**
 - 10.1 PPL may do any of the following on behalf of the Sender for the purpose of providing its Services:
 - 10.1.1 fill in any documents, change any goods or service codes and pay any duties or taxes that may be required to be paid under applicable law;
 - 10.1.2 to act as the Sender's carrier for the purposes of customs and export controls and as the Recipient solely for the purposes of appointing a customs agent to ensure customs clearance and entry of the goods;
 - 10.1.3 redirect the Shipment to the Recipient's agent providing customs clearance and entry of the goods or redirect the Shipment to another address at the request of any person whom PPL reasonably believes has the necessary authority.
 11. **Exemption from Liability of PPL**
 - 11.1 PPL shall be exonerated from liability for damage if it proves that the damage was caused by circumstances beyond PPL's control. Such circumstances include, but are not limited to, (i) electrical or magnetic damage or erasure of electronic or photographic images, data or records, (ii) any defect or characteristic relating to the type of Shipment or its inherent nature, even if PPL was aware of it, (iii) any act or omission by a person who is not an employee or contractor of PPL (e.g. Sender, Recipient, third party, representative of tax or other public authority), (iv) any event of force majeure (e.g. earthquake, windstorm, storm, flood, fog, snow calamity, war, transportation accidents, embargo, riot, civil disturbance or strikes, computer viruses, epidemics, pandemics, shortages of labor, materials and services, and inability or delay in obtaining supplies; third party cyber attacks or other threats related to information security and any other defenses available under applicable law events beyond PPL's reasonable control), and (v) any other defenses or exclusions of liability under applicable law.
 12. **Personal Data Protection**

- 12.1 In connection with the performance of the Contract and the provision of the Service, the Sender provides PPL with personal data of third parties, in particular personal data of the Sender or Recipient of the shipment, e.g. name, surname, address, phone number and email address (hereinafter referred to as “third party personal data”).
- 12.2 The Sender declares that it has obtained the personal data of third parties in accordance with the legal provisions, in particular 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 (General Data Protection Regulation) (hereinafter referred to as “GDPR”), has provided third parties with all information pursuant to the GDPR and has fulfilled all obligations under the GDPR so that such third parties’ personal data can be transferred to PPL and PPL can thus properly perform its rights and obligations under the Contract. Should the Sender’s statement in the preceding sentence prove to be false or misleading, the Sender undertakes to indemnify PPL for any damage incurred by PPL in accordance with Sec. 2890 et seq. of the Civil Code.
- 12.3 PPL is entitled to and will process personal data of third parties in its capacity as a data controller for the purposes of transport and tracking of Shipments, customer support, fulfilling its legal obligations, statistics and reports, internal control and record keeping and protection of its legal claims.
- 12.4 In connection with the performance of its rights and obligations under the contract, PPL is entitled to transfer or otherwise make available personal data of third parties to PPL’s contractual partners who provide PPL with transport, collection, handling, delivery or storage of the Shipment for the purpose of delivery in accordance with the principles of personal data processing pursuant to Article 12.6.
- 12.5 Depending on how the Service is arranged, PPL undertakes to provide the Sender with access to and use of a secure interface for the transmission of personal data of third parties to PPL. The Sender is responsible for the security of personal data when transmitted to PPL by means other than this secure interface. PPL applies appropriate technical and organisational measures to protect the personal data transmitted to third parties against accidental or unauthorised destruction or accidental loss, alteration, unauthorised disclosure or access.
- 12.6 Further information and personal data processing policies are available on the PPL website – Personal Data section.
- 12.7 All personal data submitted to PPL on the basis of the postal conditions are protected as postal secrets within the meaning of Section 16 of the Postal Services Act and are therefore subject to PPL’s statutory duty of confidentiality. PPL is entitled to transfer this personal data under the conditions stipulated by law exclusively to persons authorised pursuant to Section 16 of the Postal Services Act, or to entities and authorities authorised to access this personal data pursuant to special legal regulations. Pursuant to Section 16 of the Postal Services Act, PPL may disclose personal data provided to it on the basis of the postal terms and conditions to third parties involved in the provision of PPL services, i.e. in particular in the transport, collection, handling, delivery or storage of the pay slip and delivery of the remittance. These persons may only process the personal data in question on the basis of PPL’s instructions, unless they are required by law to process the personal data. They are obliged to take measures to ensure this requirement and to ensure that the persons authorised to process personal data undertake to observe confidentiality, unless they are subject to an obligation of confidentiality under the law.
- 13. Miscellaneous**
- 13.1 The invalidity (nullity) or unenforceability of any provision of these General Terms and Conditions shall not affect the remaining provisions of these General Terms and Conditions.
- 13.2 The provisions or information contained in these General Terms and Conditions take precedence over the content of the PPL website or the information contained in the myPPL App.
- 13.3 PPL does not verify and is not responsible for the accuracy and completeness of the data provided by the Sender. The Sender hereby expressly acknowledges that it is fully responsible for the accuracy of such data, including but not limited to the destinations where PPL provides its services. The Sender also waives the right to claim damages or any other loss that may be incurred by the Sender or any other person entitled to compensation as a result of the use of incorrect data, such as, in particular, contact data, addresses, bank account numbers, COD amounts, etc.
- 14. Method of Dispute Resolution**
- 14.1 If PPL fails to resolve or settle a claim about defects in the postal service provided, the Sender or Recipient is entitled to file a petition with the Czech Telecommunications Office, with its registered office at Sokolovská 219, Prague 9, postal address: PO box 02, 225 02 Praha 025, www.ctu.cz, to initiate proceedings to object to the settlement of the claim without undue delay, but no later than 1 month from the date of delivery of the settlement of the claim or the expiry of the deadline for its settlement; otherwise, the right to object expires. The Mailing of the application is subject to an administrative fee.
- 14.2 Any dispute, claim or disagreement arising out of or in connection with the Contract between the parties (including questions relating to its validity, effectiveness, and interpretation) shall, to the extent permissible by law, be submitted to a court with jurisdiction in the Czech Republic for determination.
- 15. Compliance with International Trade Laws**
- 15.1 The Sender represents, warrants and agrees that:
- 15.1.1 In the performance of this postal contract, it will fully comply with all applicable commercial laws
- 15.1.2 Neither it nor its holding company(ies), subsidiaries, agents, affiliates, consignee(s) or any other third party with whom it has directly or indirectly contracted is a Prohibited Party.
- 15.1.3 It shall not involve any Prohibited Party or Restricted Jurisdiction in any capacity, directly or indirectly, in any part of this Agreement and performance under this Agreement.
- 15.1.4 It will not request PPL to provide Services that would directly or indirectly cause PPL to violate any applicable commercial laws
- 15.2 Notwithstanding any other provision of this Agreement, either party may immediately suspend or terminate this Agreement without liability:
- (i) in the event that the other party breaches or fails to comply with any of the terms, conditions, representations and covenants set forth in this Section; or

- (ii) in the event that any commercial law in any way prevents, restricts or prohibits either party from performing its obligations as required by this Agreement.
- 15.3 To the extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify the other party against any damages, claims and costs of any third party, including, without limitation, reasonable attorneys' fees and any fines or penalties from any competent authority, arising out of the Indemnifying Party's negligent breach of this Section

16. Changes to the General Terms and Conditions

- 16.1 PPL is entitled to unilaterally change the wording of these General Terms and Conditions, as well as any of their components, at any time. If PPL makes a change to these General Terms and Conditions, it will publish the new version of the General Terms and Conditions on the website [www.ppl.cz/obchodni-terms and conditions](http://www.ppl.cz/obchodni-terms-and-conditions), which change will be effective no earlier than thirty (30) days after its publication. The effective date will be indicated in the new version of the General Terms and Conditions.

Further information about the Services is available on PPL's website (www.ppl.cz) or from PPL Customer Service.

These General Terms and Conditions are current from 1 February 2025 and effective from 1 March 2025.