

## ANNEX TO DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE

1. This annex („Annex“) is an integral part of the DHL Express Terms and Conditions of Carriage („Terms and Conditions“) and closer regulates terms and conditions of postal services which are defined below and which are provided by DHL Express (Czech Republic) s.r.o., with its registered office at Nadrazni 2967/93, Moravska Ostrava, 702 00 Ostrava, Reg. Id. No.: 25683446, registered in the in the Commercial Register kept by the Regional Court in Ostrava, file C 27002 (“Company”).
2. The Terms and Conditions together with this Annex form one part and shall apply on Services as defined hereinafter. In the event of any discrepancies between the Annex and the Terms and Conditions, this Annex shall prevail.
3. Unless otherwise agreed, capitalized terms have the meaning set forth in the Terms and Conditions.
4. Customer means a person who purchased a postal service or on whose account a postal service has been purchased.
5. Postal services means:
  - a) express transport of shipments up to 50 kg – domestic
  - b) express transport of shipments up to 50 kg – export
  - c) express transport of shipments up to 50 kg - import

More details related to the products could be find on web pages:

<https://mydhl.express.dhl/cz/en/ship/delivery-services.html#/domestic>

<https://mydhl.express.dhl/cz/en/ship/delivery-services.html#/export>

<https://mydhl.express.dhl/cz/en/ship/delivery-services.html#/import>

<https://mydhl.express.dhl/cz/en/help-and-support.html>

6. The contract on providing of the postal services is concluded on the basis of a Customer’s order and at the time when the Shipment is handed over to the Company to be transported.
7. The Shipper is obliged to arrange and pack a Shipment so that the Shipment is adequately and effectively protected against possible damage to the Shipment itself and also not to cause damage to other shipments transported by DHL or to equipment used by DHL.
8. Charges for the services is stated in the price list, which is publicly available at each of the Company's premises, and on the web page:

[https://mydhl.express.dhl/content/dam/downloads/cz/cs/rate-guide/service\\_and\\_rate\\_guide\\_cz\\_cs\\_2023.pdf.coredownload.pdf](https://mydhl.express.dhl/content/dam/downloads/cz/cs/rate-guide/service_and_rate_guide_cz_cs_2023.pdf.coredownload.pdf)

The price of a specific transport can be obtained at the following link:

<https://mydhl.express.dhl/cz/en/shipment.html#/rate-and-quote#address-details>

9. Unless otherwise agreed between the Company and the Customer, the Customer will pay the charge for the services in cash or by credit card.

In the case the service was ordered by telephone, the Company will measure the Shipment upon its receipt and the Customer will be notified of the charge based on the size of the Shipment.

In the case the service was ordered via online DHL application, the charge will be calculated based on the size of the Shipment entered by the Customer. Upon receipt of the Shipment, the Company will re-measure the Shipment, and if it appears that the size do not match the one that entered by the Customer into the application, the Company will notify the Customer about the charge based on the re-measured values of the Shipment.

10. The Customer is entitled to submit a claim according to Article 7 of the Terms and Conditions as follows:

- a) by email: [reklamace@dhl.com](mailto:reklamace@dhl.com), or
- b) via the Internet interface at: [https://mydhl.express.dhl/cz/cs/help-and-support.html#/contact\\_us](https://mydhl.express.dhl/cz/cs/help-and-support.html#/contact_us), or
- c) via the Company's telephone line: 840 103 000 / 220 300 111 with possible subsequent sending of photo documentation by e-mail or via the DHL web file sharing interface.

The deadline for settling the claim is 30 days from the date on which the Company receives all the documents necessary to assess the legitimacy of the claim.

11. If the Company does not satisfy or settle the claim on provided postal service, the Customer is entitled to file a motion to initiate proceedings on objections to the settlement of claim to the Czech Telecommunication Office, based at Sokolovska 219, Prague 9, postal address: post box 02, 225 02 Prague 025, [www.ctu.cz](http://www.ctu.cz), without undue delay, but no later than within one month from the date of delivery of the settlement of the claim or the expiration of the time limit for its settlement, otherwise the right to raise the objection expires. The submission of a proposal is subject to an administrative fee.

12. In the event that between the Company and the Customer, who is consumer in the sense of the Act. No. 634/1992 Coll., Consumer Protection Act, as amended, arises consumer dispute, that cannot be solved by mutual agreement, the consumer may apply for an out-of-court settlement of the dispute to the designated authority for out-of-court consumer disputes, which is:

- Czech Telecommunication Office, with its registered office at Sokolovska 219, Prague 9, postal address: postal box 02, 225 02 Prague 025, [www.ctu.cz](http://www.ctu.cz), in case of disputes concerning postal services, and
- The Czech Trade Inspection Authority, Central Inspectorate - ADR Department, with registered office at Stepanska 15, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), web: [www.coi.cz](http://www.coi.cz), in case of disputes concerning other services provided by the Company .

The consumer can also use the online dispute resolution platform set up by the European Commission: <http://ec.europa.eu/consumers/odr/>

13. The Company may open a Shipment if:
- a) it cannot be delivered and cannot be returned, or should not be returned under the contract;
  - b) there is a reasonable suspicion that it contains an item regarded by the Terms and Conditions as suspicious, or an item that is unacceptable under the Terms and Conditions
  - c) it has been damaged, for example if it has a damaged packaging or shows signs of damage to the contents, the contents leak, during handling it is heard that the contents are broken, etc.;
  - d) there is a reasonable suspicion that damage could occur before delivery;
  - e) it is necessary to comply with the duties imposed on the Company by law.

The Company shall inform the Consignee about opening the Shipment upon delivery of the Shipment, or the Shipper in case of return the Shipment. The affixing of the Shipment with the label entitled "Security inspection" and the DHL logo will be considered as fulfilment of the Company's information obligation.

14. The Company is entitled to sell the Shipment or its part thereof, after 45 days from the attempt to deliver the Shipment, if the Shipper not instructed the Company to proceed otherwise and if
- a) the Shipment cannot be delivered and cannot be returned, or should not be returned under the postal contract; or
  - b) there is a reasonable suspicion that the contents of the Shipment could be impaired before delivery.
15. The Company is entitled (in addition to the cases specified in the Terms and Conditions) to destroy the Shipment or its part thereof after 30 days from the second attempt to deliver the Shipment if:
- a) the content of the Shipment, in whole or its part, has been impaired or this can be reasonably expected;
  - b) the Shipment, which cannot be delivered and it cannot be returned or is not to be returned according to the contract was not sold;
  - c) the contents of the Shipment or its part may be destroyed before the expiry of the above-mentioned period, if this is necessary to ensure the protection of human health or to ensure protection against damage.

16. When concluding the postal contract any deviation from the Terms and Conditions and this Annex cannot be agreed.

17. The Company is entitled to unilaterally change the wording of the Terms and Conditions, including this Annex, at any time. If the Company makes a change to the Terms and Conditions, including this Annex, the new version shall be published at <https://mydhl.express.dhl/cz/en/legal.html> and it shall be available at Company's premises. The change shall be effective not earlier than thirty (30) days after its publication.