

### GLS General Logistics Systems Slovenia, logistične storitve d.o.o.

Headquarter: Cesta v Prod 84, 1129 Ljubljana

Hereinafter abbreviated: GLS Slovenia

# General Business Conditions Pertaining to parcel forwarding and management

These General Business Conditions are valid for all business activities of **General Logistics Systems**, **logistične storitve d.o.o.**, Cesta v Prod 84, 1129 Ljubljana (hereinafter "GLS Slovenia") regarding the performance of parcel transport, parcel routing and other postal parcel services (hereinafter "parcels") within domestic transport or international transport within GLS network, if GLS perform the transportation or the third party perform services. In this case GLS can choose its partners or third parties. GLS network consists of companies in connection with **General Logistic Systems Holding B.V.** and others partners in network.

In case some rights are not determined in these General Business conditions parties may refer to regulations of Obligation law, in Official Journal of the Republic of Slovenia 83/1 (valid since 1.1.2002). They can accept regulations relating to transfers from article 666 to 703, article 689 to 694 and article 689 to 696.

#### 1. Introduction

GLS Slovenia provides integrated domestic and export parcel forwarding and express postal services to business, institutional and corporate clients generally endowed with legal personality, who enter into long-term contracts with GLS Slovenia in respect of the use of such services, and pay the fee for the service periodically, in retrospect, based on performance.

GLS Slovenia may, in the cases set out in Act on Postal Services, refuse or suspend the execution or the performance of the contract.

These General Business Conditions define the products, the obligations undertaken by GLS Slovenia as service provider, and all those conditions the performance of which is required from the Client in order that GLS Slovenia may perform the forwarding of parcels at the appropriate standard of quality.

With the act of usage of GLS Slovenia parcel ticket or under the Domestic and export parcels transport agreement sender is confirming to be familiar with the GLS General Business condition and to accept the terms. General business conditions are the consistent part of the Domestic and export parcels transport agreement. Payment options are the following: cash payment and invoice payment in case of valid Domestic and export parcels transport agreement. Sender is committed to fill in a proper form of optional services and mark the proper field in case transport costs for some parcel are not his bear.

GLS Slovenia in all cases provides door-to-door delivery, and operates communication devices and an organizational apparatus that enables Clients to obtain answers to all inquiries they may have in relation to parcel delivery, either over the phone or via the internet.

Although the GLS Slovenia product partly comprises an intermediated service (based on subcontractor performance), the GLS Slovenia technology ensures that parcels can be tracked and traced throughout the entire process.

All business customers that accept this general business conditions agrees that they can receive the newsletters on their business e-mail addresses. Business customers can withdraw the acceptance at every newsletter by pressing the unsubscribing link that is posted with the each newsletter.

# 2. Customer Service Office

GLS Slovenia maintains a Customer Service Office at its headquarter, which is open from 7:00 to 18:30 on working days and provides information, based on parcel reference

numbers, on parcel delivery (IOD), send proof of delivery (POD) to the Client upon request, and handles any complaints related to parcel delivery.

The Customer Service Office can be reached:

- on phone number: +386 1 500 11 90
- on fax: +386 1 500 11 83
- or via email: narocila@gls-slovenia .com and info@gls-slovenia.com

Information related to the delivery status of parcels can be requested from the second day following parcel dispatch, on the <a href="https://www.gls-slovenia.com">www.gls-slovenia.com</a> website, using the Track & Trace menu point, based on the parcel reference number.

GLS maintains a separate Customer Service Office for Addressees, which is open on working days between 7:00 and 18:30. Addressees who call the number +386 1 500 11 90 are provided with information about their parcels, based on the parcel number.

#### 3. Enquiries, complaints management

The Client or its representative may make enquiries at Customer Service after parcels on the bases of parcel number or later may ask for information on deliveries ("IOD") or proof of delivery ("POD"). The information on deliveries (IOD) service is rendered immediately in cases of parcels dispatched within 3 months; and sending of a proof of delivery (POD) occurs within 4 hours in cases of parcels dispatched within 3 months

After this period, information on deliveries can be obtained within one more year, but the deadline of presenting such information becomes longer: 3 workdays.

Delivery certificate copies (POD) may be requested free of charge up to 5% of the monthly average parcel volume.

The POD is available as of the next working day in the case of deliveries within Ljubljana, and as of the second working day in the case of deliveries outside Ljubljana.

Customer Service receives any damage reports and forwards them to the GLS Slovenia damage claims administrator.

In the case of complaints, Customer Service receives the complaints, ensures that they are investigated and that the relevant corrective actions are taken, and informs the client accordingly in writing.



Complaints may be submitted to the GLS Slovenia headquarters and may also be entered in the Customer Comments Book available at the provincial delivery depots. Customer Service checks the Customer Comments Book at least weekly, and investigates and remedies any complaints and observations in accordance with the usual procedure and timeframes.

Customer Service addresses in writing all the complaints and observations within the shortest possible time, but certainly not later than within 30 days from the time of reporting the complaint.

If the postal service provider fails to answer the complaint within the specified deadline, or if the answer is not acceptable to the complainant, then the complainant may – within 60 days from the expiration of the deadline stipulated for the response or from the receipt of the response – contact Customer Protection Office of the Republic of Slovenia.

The complaints are registered and the causes of the errors, if any, are eliminated in accordance with the stipulations of the ISO-certified quality management system.

# 4. Purpose and geographical validity of the GLS Slovenia General business conditions

GLS Slovenia performs the parcel-forwarding service strictly on the basis of a valid and effective contract. The contract may be concluded in the usual form, in writing, or after acceptance of the offer, in accordance with the content of the offer, although in all cases the precondition for validity is that the Client have the requisite number of parcel tickets, issued to it by GLS, for posting the parcels, or the Client produce the parcel tickets and posting information in accordance with the GLS system, and that it use these tickets whenever parcels are dispatched.

These General Business Conditions shall be valid for all the activities of GLS Slovenia, including primarily the undertaking of integrated, parcel-forwarding tasks, the collection, loading, unloading, handling and reloading of parcels, the temporary storage of parcels in the case of failed delivery, as well as the administration of the shipping of export parcels within countries belonging to the network of GLS General Logistics Systems.

These General Business Conditions shall apply exclusively to transport-related tasks covered by contracts concluded with GLS Slovenia, and therefore they shall not apply to import parcel forwarding in the case of which the Client enters into a contract with a partner of GLS General Logistics Systems in accordance with the General Contractual Conditions of the foreign partner.

### The products and services provided by GLS Slovenia:

- domestic, 24-hour Business Parcel, Business Small parcel integrated parcel delivery service (delivery on the day following collection, provision of information regarding the transit time),
- integrated export parcel delivery to EU member states and to Turkey, Norway, Switzerland, and Serbia in cooperation with the GLS General Logistics Systems network.
- the import of parcels sent by the members of the GLS General Logistics Systems network to Slovenia and from Norway and Switzerland, the customs clearance of the parcels in accordance with the Addressee's instructions, and delivery of the parcels.

#### Business-Parcel:

A rapid and efficient door-to-door parcel delivery service. Within Slovenia, we deliver the parcels, collected from any town or village, during working hours (between 8 a.m. and 4

p.m.) on the working day after the day of pick-up. The second delivery attempt is free of charge.

#### Express-Parcel:

Delivery of urgent parcels to deadline, by noon on the day after the day of pick-up at the latest. Only available in certain towns; a list of these towns is available on the GLS website.

In the event of a delay for reasons attributable to the service provider, the transport charge and twice the premium charged for the service shall be credited as fixed-amount compensation.

Business-Small Parcel and Express-Small Parcel:

Special handling for parcels under 2 kg: separate sorting, carriage in special GLS bags, simple procedure for designating consignments as small parcels using a GLS template.

Domestic and integrated parcel forwarding: In accordance with the request of the sender, GLS performs the pick-up of the parcels at the location specified by the Client and the delivery of the parcels, keeping them constantly under its surveillance from pick-up to final delivery. The Sender can also keep track of the consignment as well as the information related to the consignment, and the proof of delivery is retrievable at any time (within the limitation period). In the event of a change of address, GLS also undertakes to clarify the address and to deliver the consignment to the clarified address. The service also includes the second delivery attempt following a first unsuccessful delivery. At the Sender's or the Addressee's instruction, the parcel will be delivered to a new address, or to the original address at a different time.

Euro Business-Parcel and Euro Business-Small Parcel: Reliable, rapid and efficient road-based door-to-door parcel forwarding with advantageous transit times in 36 European

Export parcel forwarding (international integrated parcel forwarding service): the consignments are delivered by the foreign contracted partners of GLS General Logistics Systems while ensuring that the consignment remains under the surveillance of GLS General Logistics Systems from collection to delivery, and that the information related to the consignments as well as the proof of delivery can be retrieved at any time (within the limitation period). With respect to export parcels, the transit time (excluding customs clearance, from the time of pick-up until the consignment arrives at the depot of the target country performing the customs clearance) varies by target country, from 1 to 5 working days following pick-up. The time required for customs clearance varies according to the local regulations, and the related charges are borne by the Client or the Addressee. If the Addressee does not perform its payment obligation related to customs clearance in the case of an export parcel, GLS will charge these costs to the Client. In the event of a change of address, GLS General Logistics Systems undertakes to clarify the address and to perform delivery to the clarified address. The service includes the second delivery attempt following an unsuccessful delivery. In certain countries, following the first delivery attempt, the parcel is stored at the GLS Parcel Point nearest to the addressee's address (specified delivery address), from where it is to be collected by the addressee himself. If the addressee fails to collect the parcel by the deadline indicated in the relevant notice, the parcel will be returned to the sender without another delivery attempt.

# Value-added services available to domestic Clients for a special fee:

# Guaranteed 24-Service:

Guaranteed next-day delivery – with this service GLS undertakes to ensure delivery on the working day following pick-up, with a money-back guarantee. If this deadline is not



met through the fault of GLS, then GLS will refund the transit fee plus twice the amount of the additional fee for the service.

#### Pick&Return-Service:

Pick-up and return – GLS, on the instructions of its contracted partner, collects the parcel from the specified location and delivers it to the Client anywhere in Slovenia

#### Pick&Ship-Service

Pick-up and ship – GLS, on the instructions of its contracted partner, collects the parcel from the specified location and delivers it to any specified address in Slovenia.

#### Cash-Service

Cash-on-delivery - The settlement and bank-transfer of the cash taken upon delivery takes place automatically at least twice a week; the additional fee for the service includes the cost of the bank transfer within the given country. The fee for the service is also charged in the event of an unsuccessful attempt to hand over the parcel. In the case of an export consignment, the Client must have a HRK current account kept in Croatia, Slovakia, a CZK account kept in the Czech Republic, a RON account kept in Romania or a HUF account kept in Hungary, in order to use the service in these respective countries. In the case of export consignments, it is possible to order the service only through an installed GLS Connect application. COD can be settled in GLS Slovenia (if it is chosen by consignee) also with the debit or credit card through POS terminal. When the payment through POS terminal is chosen, GLS Slovenia is charging in the name of POS terminal issuer the fee of 1,43% of the value of the COD amount to the consignee.

#### Exchange-Service

Parcel exchange – GLS picks up an exchange parcel upon the delivery of parcels in respect of which the service has been ordered.

#### Contact-Service

Call before delivery - Possible combinations with Business-Parcel and Business-Small Parcel.

As every existing service in GLS Slovenia, Contact-Service would be chosen by the customer during data entry in the IT system GLS Connect Contact-Service parcels listed on it with phone numbers imported from address information. Drivers are obliged to call the receiver the time when they start their delivery tour. Service would be charged as an additional position on invoice specification.

# AddresseeOnly-Service

For confidential consignments – Through the ordering of this service, the Sender can specify the person who will be accepting the parcel. Delivery of the parcel takes place upon presentation of photographic ID by the addressee. The number of the ID document is indicated on the Rollkarte.

# DayDefinite-Service

Delivery on a specified day – Through the ordering of this service, the Sender can specify in advance the working day on which GLS should deliver the parcel, within five working days from the day of pick-up.

#### DocumentReturn-Service

Document management – A solution for situations where special shipping documents accompanying the parcel need to be certified with the addressee, and then returned to the sender.

 $\ensuremath{\mathsf{GLS}}\xspace's$  General Insurance Conditions do not apply to this service.

# Standby-Service

Addressee collects – The addressee can pick up the parcel at the depot based on prior agreement. The contact details of the

depots are published on our website, or can be requested from our Customer Service Office.

#### DeclaredValueInsurance-Service

Declared-value insurance, which may take out on a one-off basis, per parcel; in the case of domestic parcels, for a maximum value of EUR 2.000, and in the case of export parcels, for a maximum of EUR 2.000. The service may be ordered by completing a service request form via GLS Connect or GLS Online.

#### SMS-Service

Short text message notification. The Sender notifies the consignee on the day of dispatch of the parcel that the parcel will be delivered on the following working day. The text message is worded by the sender, and can include the parcel's identification number and the amount that will be payable upon delivery. The telephone number of GLS's Customer Service Office for addressees is automatically added to the end of the message. The service may only be ordered via GLS Connect, and messages may be no longer than 130 characters.

#### PreAdvice-Service

In the morning hours, GLS sends a short text message informing the addressee of the estimated time of delivery. The text message contains the identification number of the parcel, the estimated time of delivery specified as a three-hour window, and the telephone number of the GLS Customer Service Office for addressees. This service may only be requested via GLS Connect.

#### FlexDeliveryService

If this service is ordered, GLS Slovenia shall make up to three attempts to deliver the parcels to the addressees (primarily private individuals), and offers five alternative means of delivery. The recipient receive the addressee which may use the online interface to either request delivery at another time, specify a new address for delivery, ask for the parcel to be delivered to a Parcel Shop of his or her choice, opt to collect it in person from one of GLS Slovenia's depots or chose delivery without signature. If no instructions are given, the parcel will automatically be delivered on the first, third and fifth days following dispatch.

The service may be ordered as a flat-rate service in respect of all parcels or on an ad-hoc basis, via GLS Connect and GLS Online.

#### ExWorks-Service

Clients with signed Domestic and export parcels transport agreement:

Domestic and export parcels transport agreement starts after the signature and seal is placed on two copies from both sides. Each side receives one copy. Domestic and export parcels transport agreement must also be initialized in left bottom corner on each side of the Domestic and export parcels transport agreement. A client can send parcels in possession of a valid GLS Slovenia parcel contract.

# Clients with no contract agreement:

Prices are based on a valid price list. The abstract of standard GLS Slovenia price list is available in every GLS parcel sorting plants operated by GLS Slovenia or in GLS Slovenia headquarter. Full price list is available on customer's request. In this case GLS Slovenia is reserving the right to check the identity of the customer before showing the price list. If client is sending the parcel on the addressee charge, addressee is obligated to pay the transportation costs at the time of delivery with cash.

In both cases, the sender is responsible for the transport costs if the receiver refuses the shipments costs.



#### 5. Parcel, parcel labels, packaging, addressing, sealing

Sender should provide effective packing and provide parcel tickets with the correct information (the exact name, address, zip code and city, country name, phone number and contact person) and correct parcel weight. Carefully and professionally packing enables parcel shipping, automatic parcel sorting with conveyor belt, handling and efficient process flow completed with successful parcel delivery. GLS Slovenia takes responsibility only for properly packed and accurately addressed parcels. In case of improper packing GLS Slovenia is restraining the right to place content of the parcel to the proper packing and calculate additional costs related to this case.

Export parcel must be equipped with documents necessary for export in international transport: address on each parcel, including export invoices (Three copies; also in the case of free samples or free shipments). Possible delays occurring because of incomplete or missing documents are the responsibility of client or the party who issued the incomplete documentation. Additional costs are charged to this party.

The following conditions must be met during packaging:

- Only fully closed parcels may be dispatched.
- Parcels with long, protruding, sharp parts are not suitable for parcel shipment.
- Boxes must be utilized optimally; assuring the appropriate size and quality of the packaging material as well as using the entire internal space should protect the goods.
- Breakable goods should be packaged in Styrofoam or another padding material; the "fragile" inscription only serves as a warning, and does assure protection of the goods.
- Electronic devices recalled for repair should be dispatched in their original, complete packaging, with appropriate padding in the case of the Pick&Ship or Pick&Return service.
- Bottles and flasks placed in parcels should be protected by protective layers placed between them as well as at the bottom and at the top of each item.—
- Beyond shrink-wrapping, goods with special shape that cannot be packaged easily, must be protected with other kind of packaging materials.
- As far as it is feasible; card boxes have to be sealed with closing band fitted if possible with company logo of the Consignor on all of their sides;
- Boxes tied together in a bundle are unacceptable, as bundles can fall apart and only the parcel unit identified with a label will arrive at the destination point.
- The parcel label, the delivery note, and all the special service labels must be attached to the largest side of the parcel
- If the Cash-Service is ordered, the full amount to be collected must be indicated in a consistent manner either on the Cash-Service list or by sending the data electronically, as well as on the consignment itself, using a standard GLS sticker. (If more than one parcel is dispatched, all the special service labels must be attached to each parcel, indicating the amount to be collected, in accordance with the value of each parcel.) In the case of an incorrect or inadequate order, GLS will attempt to clarify the data by contacting the Client.
- Hazardous goods cannot be dispatched, even if they have a sign on the parcel saying so.

GLS Slovenia thinks prevention of damages very important and concerns to smooth delivery. Accordingly GLS Slovenia clients may request free of charge advice about the proper packing in customer service department.

GLS Slovenia reserves the right to charge the manual handling service for the parcels, which requires manual handling and are inappropriate for manipulation on the conveyor. Service is calculated according to current price list.

The attachment of "Fragile" label doesn't relieve Clients from the obligation to apply proper packaging methods, because it doesn't secure the goods.

#### 6. Collection of parcels

Pick up of parcels occurs always at the premises of the client under the agreement about address and time of daily collections. GLS Slovenia is entitled for a maximum 30 minutes delay from the pick up time settled in the contracted agreement. Client can turn in addressed parcels fitted with parcel labels at the parcel sorting plants operated by GLS Slovenia headquarter. (list of GLS parcel sorting plants can be found on the website <a href="https://www.gls-slovenia.com">www.gls-slovenia.com</a>.

When picking up the parcels, the GLS driver does not check the adequacy of parcels, although he may refuse to accept parcels that are clearly inadequate.

Acknowledgement of Receipt (also stamped by the driver), which is only a confirmation of the number of parcels is taken over to the client.

The itemized registration of parcels and weighing is done in GLS Central Hub. Drivers does not measure parcels weight. The Client may use the following documents for the identification of the dispatched parcels:

- a duplicate of the parcel ticket (MAXI parcel ticket);
- mini label showing the parcel number (self-adhesive, may be detached from the MINI or MAXI parcel ticket in 2 copies) and
- in case of parcel tickets produced by GLS Connect online or GLS connect: a data file in a format agreed with GLS Slovenia.

GLS Slovenia is committed to settle accounts with the Client based on the number of dispatched parcels, although occasional, item-by-item reconciliations are carried out based on the Client's parcel number records.

GLS Slovenia may also provide via e-mail, the exact break down for all parcels sent in the certain period containing data about the parcel number and weight.

# 7. Delivery

At the time of delivery, the carefully packaged and legibly addressed parcel is handed over to the address by the delivery driver. When the driver arrives at the destination to deliver the parcel, he may not be kept waiting; if he is kept waiting, the delivery process may be broken off.

Parcels are handed over upon signing of the receipt by the Addressee, or by other persons who, under the given circumstances, can be assumed to be entitled to receive the parcels. These include, primarily, the persons present in the premises of the Addressee, and those in possession of the appropriate letter of authorization.

Delivery is confirmed by the Addressee, by signing the form completed by GLS. The driver may request the receiver to also indicate his/her name, in addition to providing a signature, which will then be recorded among the data stored in the portable scanner, on the basis of which the recipient's name will be retrievable from among the parcel information provided by telephone or electronically.

During the confidential delivery of an 'AddresseeOnly Service' consignment, the recipient is the person designated by the Sender, who must prove his/her identity based on the documents specified by law. In this case, besides the recipient's signature, the number of the ID certificate or passport presented by the recipient must also be indicated. Delivery shall only take place after the cash amount due in the

Delivery shall only take place after the cash amount due in the case of the CashService (if such has been ordered) has been paid, and the receipt has been signed, prior to which the Addressee may not examine the contents of the parcel.

In case of unsuccessful first delivery attempt the currier can



leave the parcel in the nearest Parcel Shop. In this case a Notice card has to be left for the consignee to inform her/him, where exactly the parcel can be picked up.

#### 8. Weight and Dimension Limit

Parcels may be dispatched in a weight of up to 50 kg per parcel. The girth of the parcel (i.e. 2 x height + 2X width 2 1x length) may not exceed 3 meters', and the maximum permitted parcel sizes are: length 2 m, height 0.6 m, width 0.8 m. For Business Small Parcels the maximum weight of a parcel is 2 kg, and the maximum width is 40 cm. In case the parcel is bigger than the maximum circumference GLS Slovenia reserves the right to calculate additional costs. The measured weigh data will constitute as basic data for the electronic invoicing system. In case calculated volume weight exceed the measured weight data GLS Slovenia reserves the right to calculate the costs according to the volume weight (H x W x L/10000).

GLS Slovenia allows the transport of international parcels only in cardboard packaging, with maximum weight 50 kg, and other following dimensions: Length: from 0,1 m to 2m Height: from 0,15 m to 0,6 m and width from 0,05 m to 0,8 m and the circumference less than 3 m (Circumference = 2 x Height + 2x Width + 1x Length). Transit time for international parcels is from 1 to 5 days and does not include the time from the pickup address to the GLS export centre, time from the GLS import centre to the receivers address, Customs clearing and force majeure to which GLS cannot influence.

GLS Slovenia picks up each parcel on the client or at the scheduled pick up address, according to the signed Domestic and export parcels transport agreement. Each parcel is weighed by GLS automatically, in accordance with the provisions of the contract, at the client's premises, at the time when the parcel arrives at the regional collection depot or the central dispatch plant, using electronic scales and the measured weight is allocated to the parcel number and automatically registered. The measured weight data will constitute the basic data for the automatic invoicing process.

GLS Slovenia has the right to redirect parcels outside permitted dimensions to another forwarder who assumes their delivery, and the Client must pay its costs. Delivery time warrantee will cease to be counted for these types of consignments.

Within the GLS system, parcels exceeding the weight of 50 kg or the specified size limits will not be forwarded. GLS shall be entitled to send any consignments that cannot be forwarded due to the above reasons by means of another carrier that undertakes the shipment of such consignments, and to charge any related costs to the Client. With respect to these consignments, the General Insurance Conditions shall not apply, and the delivery time guarantee shall cease to be valid.

#### 9. Objects Excluded from Services of GLS

The following items shall not be collected:

- goods that are susceptible to destruction;
- · human remains, live animals or plants;
- bundled parcels, bulk packed items, or wooden crates;
- high valuable goods; precious metals, drawings or other works of art:
- antiques, document of money worth and other similar documents:
- jewels, fur, gold, silver, cash and coin;
- goods sensitive to temperature;
- weapons and ammunition;
- any kinds of dangerous goods (toxic, flammable, explosive and similar substances) which could be health

threatening and could cause injuries must not be shipped even with the outside mark;

- parcels that are clearly overweight or oversize;
- parcels with long sharp protruding parts;
- parcels strapped together;
- glass, and glass items;
- parcels addressed to the addressees post office box;
- drugs:
- fragile goods, and other goods that must be treated under special laws and regulations;
- Hazardous goods cannot be dispatched, even if they have a sign on the parcel saying so,
- Lithium Metal batteries are completely excluded from shipping to airfreight destination. For all other types of Lithium batteries IATA/DGR regulations have to be comply. Shipper is responsible for the proper and full supporting documentation,
- Goods or parcels the sending of which are prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union.

In case when GLS Slovenia finds out, that is transporting parcels validating the above mentioned validations for transport, sender must take the full responsibility for the damage to all involved.

Furthermore in case of parcels with foreign destinations, ATA-Carnet goods and exhibit goods will be excluded from the transportation.

The Client is obliged to notify GLS, prior to dispatch, about any parcels with a value that exceeds EUR 2.000.

# 10. The service

GLS Slovenia performs services as a carrier agent. GLS resorts performances of subcontractors. The performance of GLS subcontractor is monitored during the entire process and guarantee for high quality completed services. The activities performed by the above-mentioned carriers appear in the invoice as mediated services, which, due to the nature of such services, are not stated separately.

GLS Slovenia accepts parcels for transportation that are closed and intact, without checking their contents and it has them delivered to the addressee closed, and without their contents being checked.

GLS Slovenia has the right to inspect the contents of the parcels only in exceptional cases. If there is suspicion of violating the article 9 or if GLS Slovenia discovers such parcel during the transport or storing, GLS will notice the sender. Sender must pick the parcel in the GLS headquarter or some other GLS business unit on senders charge.

#### Scope, characteristics and conditions of the services

- 1. Content of the service: acceptance of parcels handed over at the GLS Depot, in the central parcel sorting plant or at the site designated by the Client, collection and transportation of parcels to the Addressee, postage paid. GLS primarily executes the instructions of the Client, and undertakes parcel forwarding, the costs of which are borne by the Client.
- 2. The release of the parcels takes place against the signature of the Addressee or of another person who, depending on the circumstances, could be considered or assumed to be entitled



to receive the parcels. Persons in the offices of the addressee and authorized representatives are considered to be such persons.

3. Parcels handed over to GLS Slovenia, Cesta v Prod 84, 1129 Ljubljana until 8 o'clock p.m. are delivered on the next workday in the territory of Slovenia as "door to door" delivery (the indication "24 hours" doesn't refer to a lead time, but means exclusively the next workday).

The Client may also dispatch Express Parcels (morning deliveries) to the locations specified in the list provided by GLS (deliveries performed by 12 noon on the next working day), subject to the terms of the contract.

In case of a delivery abroad (international parcel delivery), the transit time for international parcels is from 2 to 6 days (does not include the time from the pickup address to the GLS export centre and time from the GLS import centre to the addressee), which can be longer depending on the local customs regulations or Force Majeure. Transit time for each country is written in the Proposal for international transport. In case of customs regulations transit time can be extended.

4. If the first delivery attempt failed, the second delivery attempt is part of the basic service. If the cause of the first failing attempt is incorrect address or other conditions such as addressee's absence or addressees refusing, the delivery attempt is deemed to be successful if GLS Slovenia driver leaves the Delivery notice or in case of parcel refusing, new parcel label is issued. In this case GLS Slovenia can deliver parcel to a public warehouse or place for safekeeping on the senders charge.

Sender must immediately advice to the GLS Slovenia about the further handling actions or if sender does not accept the additional charges, GLS Slovenia has the right (in accordance to the Code of Obligations) to sell the content of the parcel and cover the costs. If GLS Slovenia cannot deliver the parcel at the first attempt, parcel is stored in GLS Slovenia warehouse for max 5 days (exception is the addressees vacation notice; in this case parcel is stored for 10 days) on the sixth day GLS Slovenia will perform the second delivery attempt. If parcel cannot be delivered, it will be returned to the sender without any separate indication. Addressee can pick up this parcel in GLS Slovenia headquarter in 5 working days.

GLS Slovenia shall deliver the parcels to the ParcelShop or ParcelLocker after the first unsuccessful delivery (or before the first attempt of the delivery if GLS Slovenia receives this kind of information from the shipper or from the consignee). Generally the consignee or the shipper has to approve that the parcel can be handed over to the Parcel Shop or ParcelLocker where the parcel is going to be picked up by the consignee unless if it is agreed differently.

In case if the recipient is not at the address, is not available on the phone and the delivery address is not more than 2 km away from ParcelLocker, the courier can left the package there without approval. In that case customer can pay COD only with a card, where the bank fee is 1,43% of the value of the COD amount.

5. Unlimited information on delivery (IOD) will be provided by GLS Slovenia to the client regarding the parcels dispatched by it, as of the morning of the second working day following pick-up, either by phone or through the web-based: www.gls-slovenia.com or through the Internet-based Track & Trace System. The Client may request a written proof of delivery (POD) free of charge for up to 5% of the average daily number of parcels consigned by it. GLS Slovenia may charge a reasonable document completion fee, if this is justified by the excessive demands for delivery-related certificates. The countersigned consignment note ("Rollkarte POD") or the acknowledged and signed electronic (scanned) receipt replacing it shall qualify as appropriate proof of delivery.

6. Cash-Service (COD) or collection of cash on delivery is provided if this is ordered by the Client in writing (required form field and proper label attached to the parcel). In this case GLS Slovenia becomes fully liable for collecting cash-on-delivery. The amount of COD needs to appear on the form for optional services and on the appropriate label for this service. It must not exceed the amount of 2000,00 EUR. Cash-Service (COD - Cash on Delivery Service) is charged in case of failure of service or delivery.

Collected amount of money is always transferred to the sender's bank account.

7. Document return services: GLS Slovenia performs this service only on the basis of a written request (required form field). Parcel also need to be correctly labeled and market. The number of the document needs to appear on the form for Optional services. Documents must be attached to the surface outside of the parcel.

These agreements are not covered by the standard insurance conditions. Since during the provision of these services GLS employees will work in close cooperation with the employees of the Client and the Addressee, GLS will not be able to eliminate any obstacles that arise in relation to the work. If the duties within the range of these services cannot be fulfilled for whatever reason, GLS shall bear no financial liability for such failure or any consequential losses. The Client may not raise any claims against GLS for any losses in relation to the outcome of the itemized delivery of parcels collected and delivered as sealed consignments.

# 11. Parcel forwarding fee, reimbursement of costs

GLS Slovenia and the Client agree in prices for parcel transportation and optional services in the Parcel Delivery Domestic and export parcels transport agreement and Proposal. In case of later Agreement or Proposal adjustments additional annex need to be signed from both sides. Sender must pay the transport costs after receiving the invoice and before the due. Payment due and billing period is determined with the Domestic and export parcels transport agreement.

Regarding returned goods and goods of unusual size, the settlement of accounts with the Client takes place in accordance with the currently valid price list.

With respect to parcels forwarded to non-EU countries, GLS only undertakes export parcel forwarding with DDU (Delivered Duty Unpaid) parity.

Special customs clearance orders are performed by GLS exclusively on the basis of a prior agreement!

Sender is charged for transport costs and export customs intervention. Addressee is charged for customs and the tax.

For all the countries outside EU the charge of import customs intervention, import customs and tax must be paid by sender.

# 12. Obligations of the Client

The Client is obliged to package each parcel in compliance with the industrial standards pertaining to parcel handling, providing the parcels with the adequately completed standard GLS parcel labels and documents. This means that each parcel need to be labeled with the appropriate label containing all the necessary data's about the addressee (exact name, address, zip code, city, phone number, contact person...) and the parcel weight. Careful and professional packed content in the parcel is necessary for safe and efficient automatic sorting with conveyor belts and road transportation. GLS Slovenia takes the responsibility only for properly packed and correctly addressed parcels. In case of improper packing GLS Slovenia is reserving the right to repack the parcel content and charged additional costs occurred in connection with this matter to the



sender.

Export parcel must be equipped with documents required for successful delivery: address on each parcel, including export invoices (3 copies also in case of samples or gifts). Possible delays occurring because of incomplete or missing documents are the responsibility of client or the party who issued the incomplete documentation. Additional costs are charged to this party.

Client is committed to meet all financial obligations in due determined with the agreement. In case of falling to meet the obligations set in General business conditions, article 14. Takes into action.

# 13. Right of disposal

The Consignee and Client may, in the absence of the Addressee, authorize GLS to deliver the parcel to a neighbor or another appropriate person, or to the mailbox, or to accept a delivery driver's record instead of the acknowledgement of receipt. In the case of such – written or verbal – authorizations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

GLS offers that the individual person can deliver or pick up their parcels in GLS Parcel Shops also. It is always an individual agreement of GLS SI and the customer.

#### 14. Invoicing, prepayment

GLS performs the service exclusively subject to the payment of postage by the Client;

The invoice for the service is always prepared in arrears, in one or two invoicing cycles per month.

GLS invoices the performance by service type, in a single amount, with a payment which is specified in the contract from the date of the invoice. Invoices are always settled by bank transfer. The invoice addendum contains the details of the invoice, indicating the parcel number, weight and fee.

The Client is obliged to settle the invoice by bank transfer, within the specified deadline. In the event of late payment, GLS will charge default interest (fourth paragraph 2. Article of prescribed rate) from the first day of default, and will demand reimbursement of its expenses incurred in relation to the collection of the overdue receivables.

In case of sending another copy of invoice we will charge 3,00 EUR for re-printing and posting the invoice.

The customer who refuses to pay the invoice, because he/she is not the payer of the services, shall be charged EUR 5.00 + VAT. A credit shall be issued for the customer for the carrying out the transport services and at the same time an invoice shall be issued for 5,00 Euro + VAT for administrative costs.

In case of payments over due GLS Slovenia is reserving the rights to withhold parcels and collected money from COD service with no prior notice. GLS Slovenia will notice the client of which amounts of COD were compensated with the payments over due.

GLS Slovenia has the legal lien right for parcels with COD sent by the customers or received by the addressee, for additional costs incurred in connection with the contents, transportation, taxes, etc..., with no prior notice. If applications are not paid but however GLS Slovenia is entitled to receive the money, GLS Slovenia has the right to sell the goods and withheld the amount of money to cover the late payments and charges incurred in connection with this matter.

# 15. Warranty

GLS Slovenia undertakes a commitment to the effect that, if the Guaranteed24-Service is purchased, then in the event of late delivery for reasons attributable to GLS (assuming a transit time exceeding one working day), the transport charge and 200% of the service fee shall be refunded to the Client.

In case optional Express Service is used, addressee needs to be available on the delivery address at least 1 hour before the delivery attempt. If this optional service is used, contact telephone number must appear on the parcel. In case of missing or wrong data's on the parcel GLS Slovenia does not refund the costs of this service or the transport costs. In case of delayed delivery, the entire transport and service costs will be refunded to the sender. Delayed delivery must be reported in writing to the GLS Slovenia in 15 days after parcel late delivery.

#### 16. Damage incidents

GLS provides compensation coverage (parcel insurance) for the Client, with respect to each parcel, in the event of damages attributable to GLS, i.e. damages resulting from negligent or unprofessional handling, including partial or total loss or destruction of the parcel. The fee for the automatic parcel insurance is included in the transport charge paid by the Client. The insurance policy only provides coverage for direct damage, with respect to the replacement or repair value, and excluding any consequential damages.

Grounds for legitimate claims for compensation are established in the event that the written claim for compensation is submitted within 3 working days from delivery or returned delivery, but not later than within an 8-day term of preclusion (Act on Postal Services 51.§), and if the damage is demonstrably due to reasons attributable to the service provider.

Failure to meet the above deadline shall render the claim for compensation null and void.

GLS Slovenia is liable for loss or damage suffered by parcels according to 200,00 EUR for domestic and international parcels. In before mentioned cases the refund is made to the sender's bank account. In case of surcharge sender can get the additional insurance for parcel, but only with extra form, field prior to the parcel pick up.

If the insurance fee is included in the base price of the domestic service, the amount of indemnity is the same as the acquisition, replacement or repair value, which may occasionally also include the service fee, but may not exceed 200,00 EUR.

If double the fee of domestic service exceeds this amount, the insurance will provide coverage up to double the freight

In the event of non- or late performance of a guaranteed deadline service, the indemnity amount may amount to double the delivery charge and service fee. It will not qualify as a damage incident if GLS fulfils a guaranteed deadline order with delay for inevitable reasons beyond its control or due to the unavailability of the addressee, or fails to return the delivery note, provided that GLS credibly certifies the delivery of the parcel in its own system (IOD, POD). In such case the claim of the Client can only be enforced against the Addressee, and GLS shall only bear liability up to the limit of the service fee.

For late performance of non-guaranteed deadline services GLS shall not have damages liability.

Without the consent of GLS, the Client has no right to assign its insurance claims to any third party.

GLS shall not provide any insurance coverage in respect of valuables that are already covered by other insurance policies. The Client is entitled to take out a supplementary insurance policy.

The service provider shall arrange for the payment of the compensation that it considers justified within eight working days from the date of assessment.

The procedures to be followed in relation to insurance events are regulated by GLS in the General Parcel Insurance Conditions.

#### 17. Limitation clause



After the passing of one year from the 15th day following dispatch, all claims outstanding against GLS on any legal grounds shall expire.

# 18. Written forms

GLS General Logistics Systems reserves the right, in respect of certain issues, to conclude an agreement with terms different from these General Business Conditions, although such agreement may not be in conflict with other, legal, regulations listed in section 1 above, or with other legal regulations governing postal activities, and shall only be valid if in writing.

The auxiliary and supplementary agreements as well as any other agreements shall only be valid if in writing.

#### 19. Severability / Jurisdiction

If any of the provisions of these General Business Conditions is or becomes invalid, this shall not affect the validity of the other provisions thereof. Such invalid provision shall be replaced with a provision that fulfils as closely as possible the business purposes of the original provision.

In case of disputes, the parties may turn to the Post and Electronic Communications Agency of the Republic of Slovenia and the jurisdiction court in Ljubljana.

# 20. General or Local Limitation or suspension of services

GLS Slovenia may limit or suspend parcel forwarding service compared to the terms of these General Business Conditions, if this is required due to an event of force majeure or a regulatory action.

GLS Slovenia may, due to traffic limitations or meteorological conditions, either suspend the service in certain areas or depart from the generally applied delivery rules.

GLS Slovenia shall inform the Clients about the limitation or suspension of service. In these cases, the Client shall not be entitled to raise any claims for damages.

#### 21. Data protection, obligation of confidentiality

- 1. GLS Slovenia shall handle, process and forward data related to the parcel forwarding service as well as those obtained during the performance of the service subject to the differences mentioned in paragraphs 2 to 6 with due consideration to the Act on the Protection of Personal Data and the Disclosure of Data of Public Interest.
- 2. GLS may only familiarize itself with the contents of the forwarded parcels to the extent necessary for performing the service.
- 3. GLS Slovenia is committed to:
- a) With the exception of events mentioned in paragraph 5 must not open parcels:
- b) may only examine any non-sealed parcels for the purpose of, and to the extent necessary for, ascertaining the data necessary for dispatch, sorting, forwarding and delivery;
- c) may not disclose to third parties any data obtained during the performance of the service except for the sender, the addressee (or other authorized recipients) and the organizations mentioned in paragraph 7; d) may not hand over the consignment for the purpose of

- examining its contents to persons other than the Client, the Addressee (or other authorized recipients) and the organizations mentioned in paragraph 7;
- e) May not provide any information about the performance of the service to persons other than the Client, the addressee (or other authorized recipients) and the organizations mentioned in paragraph 7.
- 4. For the purposes of paragraph 3, point d), persons possessing the same authorization as the Client are defined as any persons designated as such by the Client. With respect to points c) and e), persons possessing the same authorization as the Client are also defined as persons who provide to GLS the unique identification data of the parcel, the password and the access code by electronic means of communication (telecommunication equipment, internet).
- 5. GLS Slovenia may open a closed parcel if:
- a) the wrapping of the parcel is damaged to such extent that the opening of the parcel is justified by the need to protect its contents, and the contents of the consignment cannot be protected without opening the parcel;
- b) this is necessary for the elimination of a hazard caused by the contents of the parcel;
- c) the parcel may be sold by GLS in order to recover the unpaid fee
- d) data's inside the parcel are necessary for successful delivery.
- 6. GLS Slovenia regulates the process of opening of parcels, and records the actions taken in a report. The fact that the parcel has been opened must be indicated on the consignment, and, if possible, the Sender must be notified accordingly, while also giving reasons.
- 7. GLS Slovenia, as well as the person (organization) performing the postal mediation activity, must ensure, through appropriate organizational and technical measures the confidentiality of the parcels. GLS Slovenia shall if so required by law or if instructed to do so hand over or present any postal parcel, text message or communication to the organizations authorized by a separate act to examine the contents thereof, and shall also make possible any other kind of intervention in respect of, the parcel or message.
- 8. We ensure that each and every purchase in the online center <a href="www.posljipaketi.si">www.posljipaketi.si</a> is completely safe. All confidential information are transmitted over the internet (personal data, data on purchases and debit card numbers) and they are properly coded, so that third parties can not read them.

Online center <a href="www.posljipaket.si">www.posljipaket.si</a> uses 128-bit encryption and SSL (Secure Socket Layer). For maximum security of transfers is taken care by mechanisms, which are also used by banks, financial institutions and the best online stores.

Authorization and payment with cards are carried through the authorization center of the bank with which GLS Slovenia has the contract for payments with cards. Card authorization is made in real time, with immediate verification of the data in the banking system. Card details are not stored on the server of GLS Slovenia.

For the protection of the personal data the user is also responsible in a manner that ensures the security of your user name, password and the corresponding of original software (updated antivirus) on their own computers.

# Definitions

IOD - Electronic or verbal information on parcel delivery;

POD - Written certification proving the parcel delivery;

Freight document - Label or form issued by GLS, filed by client to confirm the pickup.

**Rollkarte** - Freight document used by GLS Slovenia and filled in for each parcel delivery, when the receiver verifies the fact of takeover; **Scanner** - The device used for data recording during parcel delivery;

Client; Sender - GLS Slovenia partner under the Agreement or with no agreement using the GLS Slovenia products and services.



Force Majeure - Determined in 1 paragraph of 153. Article in Law of Obligation

General terms and conditions are valid since 1st of April 2014.

This General Business Terms and Conditions are published by GLS on the: www.gls-slovenia.com website. The Clients shall always receive as an annex to the contract offer, the General Business Conditions, which will also constitute an inseparable part of any contracts they may conclude. Further information regarding the use of the service – i.e. a detailed description of the services, printed matter, forms, completion guidelines – are provided by GLS to its Clients in printed form in the "User Manual", and are also available on the <a href="https://www.gls-slovenia.com">www.gls-slovenia.com</a> website.