

Claims Handling Rules

- **General Logistics Systems Czech Republic, s.r.o.** (hereinafter referred to as **GLS**) uses modern and safe technology which reduces the risk of damage as much as possible while maintaining high quality of services. **GLS** is liable for the high quality of shipping services on condition that the **Sender** provides its consignments with packaging that meets the **Conditions** of packaging of consignments in accordance with the **General Terms and Conditions Pertaining to Forwarding and Consignment Management General Logistics Systems Czech Republic, s.r.o. for entrepreneurs, or on the basis of General Terms and Conditions for Forwarding and Consignment Management for non-entrepreneurial consumers via the portal www.e-balik.cz (hereinafter collectively referred to as the „Terms and Conditions“)** and in accordance with the standard sector-specific requirements for the packaging of consignments shipped via express parcel service network. Information recommending correct parcel packaging ways are provided in the Packaging Manual.
- **GLS** continuously monitors shipment movement by scanning at each transport point in the **GLS** system, which thus reduces the risk of misdirecting a shipment and the resulting consequences. After handing the consignment over for shipment, **GLS** shall weigh received consignments and simultaneously register them in the information system. If, despite all care and professionalism, there is some damage to the parcel, it is settled under these Claims Handling Rules, which complements the current **Terms and Conditions**.
- Liability for damages resulting from unavoidable events (force majeure) shall be excluded.
- Obvious breach or damage to the packaging may be disputed at the latest upon delivery of the consignment. A protocol on the scope of damage or partial loss of the contents of the consignment must be drawn up with the driver on site in the **GLS** „Damage Record“ form.
- In the event of damage which is not apparent upon delivery a claim for compensation shall arise only if such claim is submitted by **the Principal** to **GLS** in writing within 3 business days of the delivery or return of the consignment to **the Sender** and if the damage was demonstrably caused by the service provider. If the claim for damage compensation is not submitted under the **Conditions** specified, it shall automatically expire.
- In other cases not listed in the previous paragraphs, a claim for damages shall arise only if this claim is submitted by **the Principal** to **GLS** in writing within 60 calendar days from the date when the consignment was handed over for shipment.
- **The Consignee**, or **The Principal** shall provide **GLS** with a sufficient opportunity to inspect the damaged consignment either in person or by an authorized person. **The Consignee**, or **The Principal** is not obliged to handle the consignment until this time and is obliged to preserve its packaging until the claim handling process is concluded. If **the Principal** fails to submit their claim within the above-mentioned deadline, fails to provide the consignment to **GLS** for inspection, or tampers with the consignment, their claim for damages shall be void.

1. Claims Handling Process

- The claim-handling process is based on the **Conditions**

when the Forwarder is **General Logistics Systems Czech Republic, s.r.o.**, Company ID 260 87 961, with its registered office at Průmyslová 5619/1, 586 01 Jihlava (**GLS**).

- Claims against **GLS** are made exclusively by **the Principal** (usually the customer and the payer of the transport), in writing to the address or to the email address reklamace@glc-czech.com. If **the Principal** is also a consumer and if a postal service is provided, **The Consignee** has the right to initiate a claim handling after the consignment delivery.
- After reporting a claim, **GLS** confirms its receipt and asks for the necessary documents to handle it.
- **GLS shall settle the claim as soon as possible** close the claim as soon as possible, but no later than 30 days from the receipt of all supporting documents.
- Claims for which **GLS** does not receive complete documentation within 30 days of submitting shall be deemed rejected.
- In the event of a recognized claim, **GLS** compensates for the costs of repair, or the calculated discount, or the usual value of the goods according to the documents provided by **the Principal**.
- In cases when the purchase price is not sufficiently documented, compensation of maximum 80% of the sales price is granted unless it exceeds the usual price.
- If the claim is filed by a VAT payer, the damage is compensated excluding VAT.
- The compensation claimed cannot be counted against the bill of **GLS** forwarding services provided.
- The statement with the result of the complaint shall be sent by **GLS** by registered mail to the mailing address of **the Principal** or to the e-mail address from which the complaint was reported.
- A written appeal may be filed against the rejection of the claim, which will be reviewed within 30 days.
- If all or part of the missing goods are found at any time during the claim handling procedure, the complainant is obliged to immediately inform **GLS** about this fact.

2. Required Documents

- a) **Damage to the consignment**
 - The filled-in **GLS** “Damage Claim” form.
 - Proof of the parcel contents and of the value of the goods (e.g. delivery note, sales invoice, etc.) with indicated damaged items and the number of damaged pieces.
 - Proof of the amount of damage
 - the cost of purchasing the damaged goods (e.g. purchase invoice, production cost calculation, purchase/production price declaration of honour, etc.), or
 - the cost of repairing it, or
 - quantification of the discount on the sale price.
 - A copy of the Damage Record if it has been issued.
 - If the goods were being sent for servicing/returning after servicing, a proof of why the repair was needed.
 - Photo documentation of the whole package (label, packaging, filling material, goods and their location in the consignment, etc.).

Note: If the sales invoice cannot be supplied at the same time with the standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the other document may be substituted with a delivery note or an affidavit (e.g. the sales invoice + affidavit of the purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.).

- b) **Loss of consignment**
 - The filled-in **GLS** “Damage Claim” form.
 - The proof of the content of the parcel and of the value of the goods (e.g. the delivery note, sales invoice, etc.).



- The proof of the amount of damage suffered.
- The cost of purchasing the lost goods (e.g. the purchase invoice, production cost calculation, affidavit of the purchase/production price, etc.).
- If the goods were being sent for servicing/returning after servicing, a proof of why the repair was needed.
- If the parcel has not entered the **GLS** system (it has not received a „registration“ scan at the depot or sorting center) – a copy of the **GLS** „Confirmation of Parcel Receipt“ form issued by the driver on the shipment day when picking the parcels.
- In the event of the parcel delivery to a wrong address – an affidavit by **The Consignee** of not receiving the claimed parcel.

Note: If the sales invoice cannot be supplied at the same time with the standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the other document may be substituted with a delivery note or an affidavit (e.g. the sales invoice + affidavit of the purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.).

(c) Partial loss

- The filled-in **GLS** „Damage Claim“ form.
- The proof of the parcel content and of the value of the goods (e.g. the delivery note, sales invoice, etc.) with indicated damaged items and the number of damaged pieces.
- The proof of the amount of damage suffered.
- The cost of purchasing the lost goods (e.g. the purchase invoice, production cost calculation, affidavit of the purchase/production price, etc.).
- A copy of the Damage Record if it confirms that the parcel had signs of external damage upon delivery.
- If the goods were being sent for servicing/returning after servicing, a proof of why the repair was needed.
- Photo documentation of the entire parcel (the label, packaging, filling material, goods, etc.), especially the damaged place where the goods may have been partially lost. **GLS** has the right to arrange for the collection of the consignment in question for personal inspection.

Note: If the sales invoice cannot be supplied at the same time with the standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the other document may be substituted with a delivery note or an affidavit (e.g. the sales invoice + affidavit of the purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.).

3. Other Provisions

GLS follows the **Terms and Conditions** and approaches below when assessing claims

- If, in the event of damage to the consignment, repair on site is possible which is preferable in terms of transport costs, in the case of evaluating the complaint as justified, **GLS** will pay repair costs – however, it does not cover depreciation.
- In the case of partial damages, only the costs of their replacement or replacement shall be covered (provided that the claim is considered as justified). Liability for damage does not apply to lost profits or various penalties.
- **GLS** shall not be liable for damage resulting from a breach of **the Principal's** obligation to package the parcel adequately given the nature of the content or when using inappropriate packaging material, or if there was any damage to the content of the consignment resulting from the inadequate use of filler material while the outer packaging was not damaged.

- Parcels labeled „Fragile“, „Keep It Upright“, etc., are treated with utmost care and caution by **GLS** employees, however this does not increase liability of **GLS** for any damage to the consignment, and the **Sender** is obliged to package such a consignment in a manner that is adequate to the transport **Conditions** and guarantees that the content of the parcel shall be kept from damage.
- If there is no damage to the outer packaging of the consignment with fragile content (glass, porcelain, bottles, etc.), **GLS** shall not be liable for any damage even in case there is only partial damage to the consignment content (e.g. by spilling part of the content); unless it is proved that the damage occurred only due to a breach of obligations by **GLS**.
- **GLS** shall not be liable for damage to fragile items if it has occurred due to insufficient internal packaging of the consignment while the outer packaging of the consignment is intact; unless it is proved that the damage occurred only due to a breach of obligations by **GLS**.
- In the event of partial damage to the content of the consignment during shipment, the compensation is calculated in relation to the proportion of damage to the total value of the content of the consignment.
- The content shall be rejected in the case of consignments excluded from transport under the **Terms and Conditions**.
- Damage compensation in the case of shipment of used goods is calculated with respect to their depreciation.
- In the event of damage, **GLS** shall have the right to decide whether to pay the cost of the repair of the consignment content or to refund the injured party.
- If the consignment was shipped in the original factory packaging and its content was not checked at delivery, no claim for damages arises; unless it is proved that the damage occurred only due to a breach of obligations by **GLS**. The claim does not arise either if the content of the consignment was delivered in other intact packaging and there was no check of content integrity upon consignment receipt.
- As long as the consignment packaging is intact, **GLS** is not liable for mechanical, electrical or electronic damage to the content even if the internal packaging of the consignment was sufficient; unless it is proved that the damage occurred only due to a breach of obligations by **GLS**.
- Oxidation, rusting or change in the colour of the shipped goods do not establish the right to compensation, unless it is proved that the damage occurred only due to a breach of obligations by **GLS**.
- If the consignment content was insured in another way during shipment, **GLS** shall compensate for the damage only if the premium paid was less than the purchase value of the shipped consignment by paying the difference between the premium from another insurance source and the purchase value of the consignment, but maximum up to the amount specified in the **Terms and Conditions** and the contract with **the Principal**.
- In the event of any damage to the parcel, **GLS** or its representative shall have the right to investigate the damage event on site or pick up the consignment, and therefore handling the damaged parcel must be prevented until the claim process is concluded. **GLS** undertakes to carry out such investigation no later than 30 days after being informed of the insured event.
- Special provisions for consumers using **GLS** postal services via www.e-balik.cz portal. If a claim is rejected in the context of a consumer relationship, the subject of which is the provision of a postal service, as part of the rejection of the complaint **GLS** is obliged to inform consumers about an out-of-court dispute resolution entity, which is for these relations the Czech Telecommunication Office.

