

# GENERAL TERMS AND CONDITIONS OF TNT NIGHT SERVICES

VALID AS OF 1.4.2016



## 1. The Scope of Validity

1.1. The company TNT Express Worldwide spol. s r.o. with registered seat at Pri starom letisku 14, 83006 Bratislava, Business Identification No. 31351603, registered in the Commercial Registry of the Municipal Court in Bratislava, Section: Limited Liability Companies, Inset No. 5156/B (hereinafter referred to as "TNT Express") shall act as a forwarding agent of the mandator and shall, on behalf of the mandator, ensure fast international transport of consignments between the territories of the European Union, as specified in the relevant tariff charts, and the territory of the Slovak Republic (hereinafter referred to as "international consignments"), as well as fast domestic transport of consignments within the territory of the Slovak Republic (hereinafter referred to as "domestic consignments"). International and domestic consignments are delivered to the recipients within the territory of the Slovak Republic and domestic consignments are delivered to the recipients within the territory of the Slovak Republic during night or early morning hours before regular working hours (hereinafter referred to as "regimen of night delivery") or during regular operation hours (hereinafter referred to as "regimen of day delivery").

1.2. These business terms have been negotiated in accordance with provision § 273 Act No. 519/1991 Coll. of the Commercial Code (hereinafter referred to as the Commercial Code only) and apply to relations between TNT Express and the mandator, which are defined by the relevant forwarding contract. As per § 262 of the Commercial Code, the contractual parties have agreed that their relations shall be governed by valid provisions of the Commercial Code, in particular provisions pertaining to forwarding contracts (§ 601 to 610); in case of international consignments, relevant provisions governing international transport of goods (i.e. CMR Agreement, Warsaw Agreement or CIM/COTIF) adopted into Slovak legal system apply as well, along with national customs regulations.

1.3. The mandator has been acquainted with these business terms. If not agreed otherwise by the contractual parties in the forwarding contract, these terms prevail over the generally binding rules.

1.4. In cases not stipulated forth in the forwarding contract or by these business terms, the relations between the contractual parties shall be governed by the Commercial Code and any other binding understanding shall be made in writing.

## 2. Means and Type of Transport, Place of Performance

2.1. The selection of the transport route, transport means and transport carrier falls within the competencies of TNT Express.

2.2. TNT Express shall arrange for the transport of the consignment via contractual carrier (hereinafter referred to as "carrier") of the TNT Express transport system; the means of transport (hereinafter referred to as "TNT Express contractual vehicles") are operated by one driver only and are not usually equipped by their own handling and lifting machinery.

2.3. The place of the performance of contractual obligations is the official seat of TNT Express, the destination of the mandator's forwarding order.

## 3. Manner of Transportation Ordering

3.1. The mandator for whom TNT Express provides regular transportation of goods within the system of express transportation (permanent flow of goods) orders the transportation by means of a permanent forwarding order.

3.2. The mandator for whom TNT Express provides transportation in the system of express transportation only occasionally or sporadically is obliged to deliver the forwarding order to TNT

Express on the consignment collection day until 10am at latest (if not agreed upon otherwise). ). The mandator passes on the forwarding order to TNT Express by means of a phone call (Tel: 0800 100 868), or electronically by offline order software sent to [customerservice.sk@tnt.com](mailto:customerservice.sk@tnt.com), or by placing an e-order made at [www.tnt.sk](http://www.tnt.sk). An order made via phone must be subsequently confirmed by e-mail within 60 minutes from the respective phone order or within the time limit specified at the web pages of TNT Express (calculator of price and time) at latest. TNT is entitled to require that the order is made in the prescribed form of the forwarding order, which will be made available immediately on request of the mandator.

3.3. The mandator is obliged to state information describing the consignment and other necessary instructions, so that TNT Express may duly perform its contractual commitment. In particular, the mandator is obliged to state the following information: (i) date of collection, (ii) sender's contact and address, (iii) recipient's contact and address, (iv) description of goods – type, weight, number of items, volume in cubic meters, price, payer of transportation charges, and, if relevant, note also other information, for example, whether it is hazardous goods etc. The mandator undertakes to state only true information as far as the consignment is concerned and agrees that a failure to provide correct information may result either in the modification of the transportation charges to reflect factual weight or size of the consignment or in additional charges to be paid by the mandator in order to cover the damages incurred to TNT Express due to the provision of incorrect information as specified in the relevant TNT Express Pricelist.

3.4. The mandator is obliged to arrange for transportation insurance for a consignment the value of which is exceeding 2 000 EUR without VAT, unless it was agreed upon in writing otherwise (this provision, however, does not have effect on Article 4 of the TNT Business Terms); TNT Express is not obliged to collect for transportation consignments of higher value than the above stated, which are not duly insured. In case the mandator states no value of consignment (for domestic transportation) or states a lower than actual value, it is understood that the value of the consignment does not exceed 2 000 EUR.

#### **4. Goods disqualified from the transportation, limitations and check-ups of consignment**

4.1. Goods of unusually high value are disqualified from transport, in particular money, commercial instrument, shares and bonds, checks, saving passbooks, post marks, bankruptcy documents, tender documentation, works of art and unique objects, antiques, precious metals (especially coins), jewels, gemstones and weapons of all kinds, live animals and plants.

4.2. Furthermore included among the goods disqualified from transportation are goods of which the ownership, storage or transport is forbidden or requires special authorization in the Czech Republic or the country of transit or destination, and this ban applies in particular to all radioactive material, ammunition and explosives, as well as materials harmful to people or animals and goods subject to fast decay.

4.3. TNT Express and the carrier reserve the right to inspect the consignment collected for transport with regards to the adherence to the above listed conditions, unless it is forbidden explicitly by a legal provision or by an agreement with the mandator; if a violation of these conditions occurs, TNT Express and the carrier are entitled to exclude the respective consignment from transportation, while the costs incurred to TNT Express, carrier or any other third person involved in such a shall be fully born by the mandator; the right to inspect the consignment does not imply a duty to inspect consignments on regular basis.

#### **5. Conditions for the Consignment's Acceptance for Transportation**

5.1. Consignments of a mandator for whom TNT Express provides regular transportation of goods within the system of express transportation (time definite and time sensitive) are collected for transportation on agreed-upon working days and on agreed-upon time on the basis of a permanent forwarding order.

5.2. Consignments of a mandator for whom TNT Express provides transportation of goods only occasionally or sporadically within the system of express transportation are collected for transportation on the basis of a forwarding order at a location and at a time set forth in the forwarding order, if the term of collection is in accord with the term of possible collection for a relevant transport relation as listed in the offer tariff pricelist.

5.3. The mandator is obliged to provide that the goods for transportation are prepared for the transport at the agreed time and location as stated in the forwarding order in a state suitable for mass transportation; well packed in accordance with its contents and types so that it endures regular handling and transport stress or possible reloading and storage and so that it does not cause damage to other consignment or to the transport vehicle. Separately packed items which belong to one consignment must be marked uniformly, the information must include sender's and recipient's name and address as well as symbols for appropriate handling, if according to the sender the consignment requires special handling so that damage to the consignment itself, other consignments or the transportation vehicle is prevented; all past insignia and symbols must be removed. If specific agreement between the forwarder and the mandator determines the need to use bar code labelling, every single item must be then labelled in this manner.

5.4. If not agreed-upon otherwise, TNT is not obliged to provide for, replace or return any pallets or packaging materials or other loading equipment, likewise it is not obliged to pay for such equipment.

5.5. In case the consignment includes pieces that are longer than 360 cm, higher than 150 cm and wider than 120 cm, or of weight exceeding 50 kg, then such specification must be stated in the forwarding order and the collection of such item has to be negotiated in advance. Transport of hazardous substances subject to ADR Treaty must also be negotiated by the contractual parties in advance. The mandator is liable for any damages caused to the consignment of such special character during transportation due to non-adherence to these conditions.

5.6. TNT Express or the carrier is entitled to refuse to collect a consignment, which is unduly or insufficiently packed or labelled, or a consignment, the dimensions of which exceed the above-stated limits (both in terms of size and weight) and such excess in dimension was not negotiated in advance by the contractual parties. Likewise, TNT Express or the carrier is entitled to refuse to collect a consignment which contains hazardous goods.

5.7. TNT Express or the carrier is entitled to refuse to collect a consignment, which was not ordered in a due and timely manner as set forth in Article 3.

## **6. Loading and Unloading of Consignments**

6.1. Loading of consignments is provided for by TNT Express or its contractual carrier. During the loading, the driver of the contractual vehicle ensures also a due takeover of the consignment, including the takeover of the relevant documentation, and the placement of the consignment in the vehicle. However, this provision does not affect the validity of provision 2.2. hereof.

6.2. Unloading of the consignment with the designated recipient is done by the driver of the contractual vehicle of TNT Express at a location determined by the mandator in the forwarding order (hereinafter referred to as "destination"), the driver of the contractual vehicle of TNT Express unloads the consignment in front of the first lockable door of the house of the recipient, unless it had been agreed-upon otherwise.

6.3. In case manipulation with the consignment is not possible using standard handling equipment (i.e. a pallet pushcart), the forwarder or the recipient must provide suitable manipulation equipment with appropriate lading capacity. Contrariwise, it is understood that the consignment has been delivered at the moment of the arrival at the destination.

6.4. The waiting time of the contractual vehicle of TNT Express for loading or unloading of the consignment is 15 minutes from the arrival of the vehicle at most.

## **7. Consignment Information**

7.1. Upon collection of the consignment, the driver of the contractual vehicle of TNT Express is obliged to check up the number of items earmarked for transportation in accordance with the consignment documentation, however, he is not obliged to conduct a check up of the contents of the consignment or closed-off cases.

7.2. In case of obvious discrepancy between real and stated weight of the consignment in the accompanying documentation, the driver of the contractual vehicle of TNT Express is entitled to request a revisory weighing, or, respectively, this weighing shall be performed subsequently at the premises of TNT Express, with which the mandator agrees. In case the data listed in the documentation is proved incorrect, the costs of the revisory weighing shall be charged to the mandator and TNT Express is allowed to use for calculation of the price the tariff corresponding to the measured weight. This applies also for cases of excessive dimensions in size or if the mandator does not state the data in the documentation.

7.3. The driver of the contractual vehicle of TNT Express is responsible for loading of the vehicle within the limits of its lading capacity according to listed weights of the consignments. If the vehicle is overburdened due to incorrect data listed in the documentation, then the cost of the pertinent damage or costs of provision of additional vehicle shall be charged to the mandator.

## **8. Consignment Delivery, Delivery Terms**

8.1. The consignment shall be delivered to the recipient stated in the forwarding order under the terms specified below. The delivery term is calculated from its start on the day and time of the consignment collection and ends with the takeover of the consignment by the recipient; if not explicitly stated otherwise, days of rest, i.e. Saturday, Sunday and state holidays (and in the case of international transport also days of rest in the country of transit or destination) are not comprised in the count of the delivery term.

8.2. Domestic consignment is delivered to the designated recipient on the working day following the date of collection – consignment under the regimen of night delivery is delivered during night or early morning hours until 8 am at latest. It is also delivered in the given time on a day or rest provided that the previous day was a working day until 2 pm at latest (consignment in the regimen of day delivery).

8.3. International consignment is delivered to the designated recipient within the delivery term, which is set for the relevant international transport relation in the tariff. The day of the consignment collection at the sender's address is marked by letter A; day of delivery to the recipient is the working day following the collection day, which is marked in the tariff by letter B, C or D; in accordance with the agreed upon regimen of night or day delivery, the consignment is delivered to the recipient in the Slovak Republic on the day and time as set forth in Article 8.2., except for cases listed in Article 8.4.

8.4. For international transport from/to country which is not a member of the European Union and for which the procedure and its necessities for customs clearance for import or export of goods have not been agreed upon in advance, the delivery term is prolonged to include time necessary for entering the requisite agreement (i.e. agency contract for customs clearance proceedings).

8.5. In case the mandator does not clarify sufficiently the conditions for the due handover of the consignment to the recipient, or the instructions given in the forwarding order prove to be faulty, the delivery term is prolonged accordingly (by 24 hours at least – in comparison with terms set in 8.2. and 8.3.), or it is possible to return the undeliverable consignment to the sender, while the costs in such case shall be invoiced to the mandator.

8.6. The mandator takes into consideration that the recipient confirms to the carrier the handover of the consignment by either signing in the scanner or in another such electronic device or delivery note. Such confirmation made by the recipient also implies that the delivered

consignment (as well as its packaging) has been delivered undamaged or visibly unimpaired. In case the recipient refuses to take over the consignment, the consignment is returned to the sender while the mandator pays the costs. New instructions or modifications of the existing ones constitute a new forwarding order.

### **9. Conditions of the Regimen of Night Delivery to Recipients in the Slovak Republic**

9.1. A consignment is delivered under the regimen of night delivery only upon prior written agreement on this manner of delivery between TNT Express and the recipient.

9.2. A consignment is delivered under the regimen of night delivery to the designated recipient by deposition to a location determined by the recipient (hereinafter referred to as "depot").

9.3. In case the recipient has set up a lockable depot for the deposition of the consignment, then the designated destination of the consignment is this depot. If the recipient does not set up such a lockable depot, he will inform TNT Express of a person who will be permanently authorized to receive consignments from the contractual carrier of TNT Express, including the address of his working place. The designated destination in this case is the working place of this authorized person. As far as delivery is concerned, provisions of Article 8.6. (the first sentence) applies similarly.

9.4. In case a lockable depot is not agreed upon according to Article 9.3., the recipient notifies TNT Express in writing of another location, where the driver of the contractual vehicle of TNT Express unloads and deposits the consignment, this location then is the depot for the delivery of consignment; with the driver of the contractual vehicle of TNT Express unloading the consignment in front of the first lockable door of the recipient.

9.5. The mandator accepts that within the regimen of night delivery – when the recipient or the duly authorized person are not present, the record of delivery of the carrier into a scanner of the sender or other such electronic device serves as the recipient's note of delivery of the consignment, such record will include day and hour of the deposition of the consignment into a depot made by the driver of the contractual vehicle.

9.6. The mandator is obliged to ensure due cooperation of the recipient in order to prove the state of the delivered consignment as per 9.5. (in particular by means of photo documentation) for purposes of pertinent warranty claim proceedings. If the recipient does not cooperate, TNT Express is not obliged to recognize such pertinent claims.

### **10. Price Agreement**

10.1. TNT Express is paid a contractual remuneration for the provision of the transport, the amount of which depends on the type of service, transport relation and weight of the consignment. The mandator obliges to pay this contractual remuneration to TNT Express.

10.2. The mandator obliges to pay the contractual remuneration to TNT Express, the amount of which depends on the type of service, transport relation and weight of the consignment, in accordance with the standard TNT Express Pricelist.

10.3. The remuneration is calculated for every separate consignment and item cleared at the customs. The remuneration does not include fuel surcharge and road toll, which are charged separately as independent items. The specific amounts of these charges and the manner of their calculation is stated on the TNT webpages at [www.tnt.sk](http://www.tnt.sk).

10.4. For non-standard transportation (especially in case of heavy or hard to handle consignments or when special handling is required) TNT Express is authorized to condition the receipt of the forwarding order by an agreement on a non-standard remuneration or an additional charge to the standard remuneration. Additional costs outside the extent of usual expenses as per previous provisions of these business terms shall be charged to the mandator aside of the remuneration in this case as well.

10.5. The remuneration is usually invoiced with a maturity term of 14 days from the date of issue of the relevant tax document, unless agreed upon otherwise. Provided the mandator is

convinced that the tax document is not in accord with the reality (the information stated therein is not correct), he is entitled to raise objections to the sent tax document and deliver these objections in writing to TNT Express within seven days from the delivery date of this tax document (invoice) to the mandator. In case the objections are taken into account, the mandator is obliged to pay TNT Express remuneration within 14 days from the issue of a corrected tax document (i.e. if the objections are found legitimate), or within three days from the delivery of a notice on the non-recognition of the objections (i.e. if the objections are not found legitimate).

10.6. The obligation to pay the remuneration is born by the mandator.

10.7. In case the mandator is in default with the payment he is obliged to pay in relation to the sender, a contractual fine in the amount of 0.05% for each day of default is calculated. The payment of such contractual fine does not affect or limit in any way the right of TNT Express for a compensation of damages.

10.8. With regards to provision § 71, Clause 1 of the Act on the Value Added Tax, the mandator agrees that TNT Express delivers the tax documents to him electronically – in a .pdf format as an e-mail attachment. Should the mandator require likewise a delivery of the tax documents (invoices) in paper form, he agrees to be charged an administrative fee in line with agreed price list.

## **11. The Scope and Amount of Liability**

11.1. TNT Express is liable to the mandator for pertinent damages caused to the consignment during the transportation as per provision § 603 of the Commercial Code, unless he could not have prevented such damage by exercising due professional care.

11.2. TNT Express undertakes to provide reasonable cooperation with the mandator in the pertinent process of judicial remedy aiming at a compensation payment from the carrier as per article 11.1.

11.3. The price of the transportation includes insurance payment for damages as per articles 11.1. and 11.2., up to the amount of 2 000 EUR without VAT for one damage event in the case of domestic consignment, and, in the case of international consignment, up to the amount set by the relevant international CMR agreement – provided that the liability is not covered by the insurance policy of the mandator.

11.4. TNT Express is liable for damage caused by non-adherence to the delivery term set herein. In this case, TNT Express is liable to the amount of 50% maximum of the transport charge for the respective consignment (without VAT).

11.5. A complaint concerning a consignment (and in particular late delivery, non-delivery or partial delivery, or delivery of a damaged consignment etc.) under the regimen of night delivery must be made until 12:00a.m.. As regards consignments delivered to a unlockable or uncovered depot in accordance with a written instruction of the recipient, TNT Express cannot bear liability (with the exception of delayed delivery) unless the damage was proven to be caused by a wilful mishandling of the consignment by the driver of the TNT Express contractual vehicle.

11.6. A complaint concerning a consignment delivered under the regimen of day delivery must be made until 6 pm on the delivery day at latest.

11.7. A complaint must be made in writing and must contain information stated in the TNT Express form for a complaint (TNT Complaint Notice) and must be delivered personally, by messenger, or to [claims@tnt.sk](mailto:claims@tnt.sk) within the required time limit.

11.8. If a relevant complaint is not made duly in accordance with terms set by Articles 11.5. and 11.6. and in manner specified in 11.7. hereof, it is understood that the recipient has received the consignment without any reservations. Complaints not made in accordance with Articles 11.5., 11.6. and 11.7. will not be taken into consideration. In such cases TNT Express liability is ruled out.

## 12. Exemptions from Liability

12.1. TNT Express nor the carrier are liable for damages caused by force majeure, i.e. events not caused or dependent on the will of the contractor and which cannot be influenced by the parties to the contract, for example war, mobilization, national disaster, objective impassability of roads, official command to stop or confiscate goods, indebtedness of the recipient, sender or mandator etc., or legal consequences of such situations. Likewise, TNT Express is not liable for damages caused to a consignment due to a production flaw.

12.2. TNT Express nor the carrier is liable for damages obviously caused by the impact of frost, heat, temperature differences, air humidity or production flaws.

12.3. TNT Express nor the carrier are liable for damages incurred from following material losses, which may occur due to a loss or damage to consignment or due to delayed delivery.

12.4. In case the carrier causes damage to the mandator, to the sender or to the recipient of the consignment in the context of consignment transportation, the mandator takes into consideration that the forwarder bears no liability for damage caused under such circumstance. Likewise the forwarder bears no liability for damages to the received consignment, if the damage was caused in the course of the transportation.

12.5. Should TNT Express in the context of the forwarding agreement execution (for the purpose of consignment delivery) take over a key or similar means to access a secured storage or other premises of the mandator or a third person, the limit of liability for pertinent damage (loss or damage of the consignment or other movable items etc. found at these premises) in such case is 1,000 EUR at the most, disregarding the factual value of the damage. Such limit won't apply only in case the damage is proven to have been inflicted on wilful purpose.

## 13. Declaration of the Value of Consignment for the Purposes of Damages Compensation

13.1. In case of a loss, a compensation equalling to value of the consignment at a time of its handover is paid, this value being determined in accordance with an invoice proving the value of the transported consignment presented by the sender. In this context, the mandator takes into consideration that the value of the lost consignment will be determined according to its production or purchase price and not the retail price.

13.2. If such supplier's invoice for the consignment was not issued or the consignment is not a commercially traded item, its price is determined in accordance to a generally accepted value of such item on the day of damage occurrence. The commercial price is derived from the usual purchase price.

13.3. The damaged goods must be presented for inspection of TNT Express or the carrier or the person authorized by the insurance company and also the packaging must be kept available for such inspection.

13.4. When partial damage is caused to the consignment, compensation will be provided only for the damaged part or replaceable particle in the amount specified in Articles 13.1. and 13.2. hereof or in the amount of generally accepted price for reparation.

13.5. If a full compensation for a partially damaged consignment is claimed as per Article 13.1. or 13.2. hereof, the damaged consignment must be returned to TNT Express or the carrier, or in case the recipient has got an option to sell the damaged consignment, then the sale price must be deducted from the claimed compensation amount.

## 14. Other Provisions

Both within the regimen of night and day delivery, orders requiring collection of cash on delivery are not