

## **Addendum to the FedEx Express Terms and Conditions of Carriage for Europe, effective from June 1, 2021**

This addendum alters the provisions of the FedEx Express Terms and Conditions of Carriage for Europe, effective from June 1, 2021 (the "T&C") as required by the law of the Czech Republic (the "Addendum").

### **I.**

1. Section 1.1 is amended, and its new wording reads as follows:

*"1.1 These Conditions apply to the carriage of Shipments originating from Europe, and between and within countries and territories of Europe as well as for domestic Shipments within the Czech Republic. These Conditions do not apply to intra-France, intra-Poland and intra-United Kingdom Shipments, for which separate domestic terms and conditions of carriage apply. In some markets, local conditions or postal regulations may apply instead of or supplementary to these Conditions (in each case, available on fedex.com in the applicable countries and territories). Shipments originating from outside Europe are subject to local tariffs and the terms and conditions of the FedEx affiliate, branch or independent contractor that accepted the Shipment. Shipments returned are governed by the terms and conditions applicable to the country or territory from which the Shipment is returned. For further information on any part of FedEx's Services, see fedex.com."*

2. Section 2 "Definitions" is amended as follows:

*"FedEx" or "FedEx Express" means the company Federal Express Czech s.r.o., ID No. 27139981, with its registered seat at Praha 6 - Ruzyně, K Letišti 57/1049, postcode 16100, file No. C 99295 maintained by the Municipal Court in Prague.*

3. Section 6.2 is amended, and its new wording reads as follows:

*"6.2 Where permitted by law, FedEx may provide electronic invoices as standard, unless the payer expressly requests otherwise. The payer hereby agrees with the provision of electronic invoices."*

4. New Section 32 with the following wording is inserted:

*"32. The provisions of these Conditions which are by their nature applicable only to international Shipments (for example Section 11 Export Controls, Section 13 Customs Clearance, Section 14 Duties and Taxes, etc.) are not applicable to domestic Shipments."*

5. New Section 33 with the following wording is inserted:

*"33. The application of section 2568 of Act No. 89/2012 Coll., the Civil Code, shall be excluded."*

6. New Section 34 with the following wording is inserted:

#### **"34. Postal Services.**

**34.1 Specification of provided Postal Services.** *Services qualified as postal services according to Act No. 29/2000 Coll., Act on Postal Services ("Act on Postal Services") shall be considered as "Postal Services" for the purpose of this Section. The Conditions shall apply also for Postal Services. In addition to this, if any Services qualify as Postal Services, the specific terms and conditions in this Section 34 shall apply.*

**34.2 Means of execution of a contract on providing Postal Services.** *The Sender and FedEx enter into a contract on providing Postal Services electronically through the website fedex.com.*

**34.3 Arrangement of postal shipments, their proportions and weight.** *For any Shipment qualified as a postal shipment according to Act on Postal Services, requirements in Section 7 of the Conditions concerning preparation of the Shipment shall apply accordingly. Proportions and weights of postal shipments are specified in a separate document on fedex.com.*

- 34.4 **Periods for handling of claims.** FedEx shall handle any claim relating to Postal Services submitted according to Article 23 hereof in the period of 30 days from the date on which the claim was filed. In the event that FedEx will not be able to process the claim for objective reasons within 30 days from the date of its filing, FedEx is entitled to extend this period by a maximum of 90 days; FedEx will inform the Sender of the extension and the reasons for such an extension.
- 34.5 **Inspection of Shipments.** FedEx may open and inspect Shipments qualified as postal shipments according to Act on Postal Services, only in following cases (i) the Shipment is undeliverable and at the same time unreturnable, or it shall not be returned according to the contract on providing Postal Services, or (ii) there is a reasonable suspicion that the Shipment contains an item qualified according to the Conditions as Dangerous Goods, or an item qualified according to the Conditions as a Prohibited Item or (iii) the Shipment has been damaged, or (iv) there is a reasonable concern that damage has occurred or it can occur by delivery of the Shipment, or (v) it is necessary for FedEx in order to comply with its obligations under a special legal regulation. The previous sentence shall not apply, if it is evident the Shipment is inviolable according to the binding international agreement. FedEx will inform the Recipient about opening of the Shipment at the moment of its delivery, or the Sender at the moment of its return. If the Sender is not present at the opening the Shipment, FedEx will ensure the presence of two witnesses and draw up a written protocol on the opening, which FedEx will send to the Sender.
- 34.6 **Sale of the Shipment.** If the Shipment qualified as a postal shipment cannot be delivered and at the same time such a Shipment cannot be returned to the Sender or shall not be returned according to the contract on providing Postal Services, Sections 18.2 and 18.3 of the Conditions shall apply accordingly. FedEx is entitled to sell the undeliverable Shipment qualified as a postal shipment or its part after one month from the take-over of the Shipment by FedEx from the Sender. FedEx shall be entitled to shorten this period if there is a reasonable concern of FedEx that the Shipment will be depreciated. The way of selling of the Shipment is at the FedEx discretion. FedEx will draw up a written protocol on the sale, which FedEx will provide to the Sender upon its request. Net proceeds from the sale will be issued to the Sender. The Sender is not entitled to require the net proceeds after the period specified in Section 7 par. 3 of the Act on Postal Services elapsed.
- 34.7 **Destroying of the Shipment.** If an undeliverable Shipment qualified as a postal shipment is not sold according to Section 34.6 hereof, FedEx is entitled to destroy the Shipment or its part. FedEx is entitled to destroy the Shipment even before the period in Article 34.6 elapsed if it is necessary for protection of human health. FedEx will ensure the presence of two witnesses and draw up a written protocol on destroying of the Shipment.
- 34.8 **Limits of Liability.** Limits of Liability in Section 20 of the Conditions shall apply accordingly in case of damage resulting from shortage of the content of a Shipment.
- 34.9 **Mandatory stipulations.** The parties to the contract on providing Postal Services cannot deviate from Section 25 of the Conditions.
- 34.10 **Resolving of disputes.** If the claim raised concerning Postal Services according to the Conditions is rejected or if FedEx fails to handle such a claim, the Sender or the Recipient are entitled to file a proposal on commencement of proceedings concerning their objections against handling of the claim at the Czech Telecommunication Authority ("**Proposal**"). The Proposal shall be filed at the Czech Telecommunication Authority without delay, but no later than 1 month after (i) the decision of FedEx on handling of the claim was delivered to the claimant or (ii) after the period for handling the claim expired. Filing of the Proposal is subject to a fee. The Czech Telecommunication Authority will decide on the Proposal in proceedings according to the Act on Postal Services."

## II.

The remaining provisions of the T&C remain unchanged.