

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

**Slovak Republic Addendum No. 1**

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

**I.**

1. Section 1.2 is amended and its new wording reads as follows:

*"1.2 The international carriage of a Shipment by air will be subject to the Montreal Convention or the Warsaw Convention, as applicable. The international carriage of a Shipment by road will be subject to the CMR, as applicable. Shipments carried domestically (between specified locations within Slovak Republic) are subject to the laws of Slovak Republic and these Conditions."*

2. Section 2 "Definitions", Definition of "FedEx" or "FedEx Express" is amended as follows:

3. "**FedEx**" or "**FedEx Express**" means TNT Express Worldwide spol. s r.o., with its registered office at Pri starom letisku 14, 830 06 Bratislava, Slovak Republic, ID No: 31 351 603, registered with the District Court Bratislava I, Section Sro, File No. 5165/B.

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

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

5. New Section 20.5 will be added and its wording reads as follows:

*"20.5 Where in the previous provisions limitation or limits are mentioned, this means also that according to the best knowledge of FedEx the potential damage shall not exceed the mentioned amounts."*

6. Section 29. is amended and its new wording reads as follows:

**"29. Mandatory Law.** *These Conditions do not exclude any liability where the exclusion of that liability is prohibited by law. Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable mandatory international treaty, local law, government regulations, orders, or requirements, such provision will be limited to the maximum extent permitted and, as limited, will remain in effect as part of the agreement between FedEx and the Sender. The invalidity or unenforceability of any provision will not affect any other part of these Conditions. 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."*

7. New Section 32 is inserted and its wording reads as follows:

**"32.** *The application of section 623 par. 1 of Act No. 513/1991 Coll., the Commercial Code shall be excluded."*

8. New Section 33 is inserted and its wording reads as follows:

**"33. Postal Services.**

- 33.1 The company TNT Express Worldwide spol. s r.o., with its registered office at Pri starom letisku 14, 830 06 Bratislava, Slovak Republic, ID No: 31 351 603, registered with the District Court Bratislava I, Section Sro, File No. 5165/B ("TNT") is also a postal company providing postal services under Act No. 324/2011 Coll. on Postal Services as amended ("**Act on Postal Services**"), in particular collection and distribution of postal items and (a) collection of postal items at the place of origin, (b) personal delivery to the Recipient, (c) possibility to change the place of delivery and the address during transportation, (d) confirmation to the Sender of the delivery of the postal item, (e) monitoring and traceability of the movement of the postal item. TNT provides express mail service to users, i. e. Senders and Recipients of postal services ("**Users**"). TNT does not provide a universal service, interchangeable postal service or postal payment system. Legal relations related to postal services, which are not explicitly regulated by these Conditions, are governed by the provisions of Act on Postal Services and other applicable Slovak postal regulation. The provisions of these Conditions being in conflict to the provisions of this Section 33 or to the Act on Postal Services are not applicable to postal services provided by TNT.
- 33.2 **Postal items.** Postal item means a Shipment qualified as postal item under Act on Postal Services. Postal item is a letter-post or a postal parcel, which is packed according to these Conditions, is to be delivered to the Recipient and is marked with the Recipient's address. Postal items must be arranged, packed and marked in the manner according to these Conditions, which guarantees their adequate protection against damage during normal handling of postal items, in particular to prevent damage to postal items during machine handling or in contact with other postal items. TNT will only collect Postal Items weighing up to 30 kg and measuring up to 100 x 60 x 70 cm; on the basis of a special agreement, TNT will also collect postal item with a higher weight, but not more than 50 kg.
- 33.3 **Collection and delivery of postal items.** Based on the instruction from the customer TNT collects postal items in the place designated by TNT or in the place of origin specified by the customer. TNT will confirm the submission of the postal item and upon delivery will require the signature of the Recipient or authorised receiver ("registered postal item") unless a separate agreement stipulates otherwise. When handing over postal item the obligations as determined by these Conditions have to be respected. TNT will deliver the postal item to the Recipient no later than on the last day of the period according to the postal service, which the customer chooses from the offer of postal services. Based on a special agreement, TNT can deliver the postal item on another day, later than the last day of the period according to the previous sentence.
- 33.4 **Items excluded from collection and distribution.** For the purposes of providing postal services, TNT is not obliged to collect an item that does not have the nature of postal item, the content of which is excluded from collection and distribution pursuant to Section 32 par. 3 of the Act on Postal Services, which contains Dangerous Goods or Prohibited Items or items the transport of which is excluded by the Conditions or in connection with which the customer violates the obligations specified in these Conditions. Section 8 of the Conditions is not hereby affected. If the customer insists on the collection of a Shipment whose contents are items excluded from collection and distribution under the Act on Postal Services, TNT may collect and transport this Shipment as a non-postal item, unless the collection of such a Shipment is precluded by these Conditions. If, after collecting postal item, TNT finds that the actual contents are items excluded from collection and distribution, TNT will not deliver the postal item and, if possible, will inform the customer of the reason for non-delivery.
- 33.5 **Postal contract and marking of postal items.** If, based on the request of the customer, TNT collects the Shipment, which has the nature of postal item and meets the requirements of Section 33.2 above, the customer confirms to have read these Conditions, which form a part of the draft postal contract, which the customer accepts by handing over the postal item. TNT will attach a Waybill to the collected postal item, which is made in the purple and orange colours characteristic for FedEx Shipments and contains the FedEx trademark. The postal

conditions specified in this Section 33, as well as other Sections of these Conditions, if they are not excluded or do not conflict with this Section 33, form a part of the postal contract, which is concluded at the moment of collection of postal item, if on the basis of a special agreement it is not concluded at another moment.

- 33.6 **Rights and duties.** Rights and duties of the parties to the postal contract as described in Section 33.5 above are regulated by the Act on Postal Services, as well as by the provisions of this Section 33 and other provisions of these Conditions not being in conflict to this Section 33.
- 33.7 TNT is entitled to open postal item if (a) it cannot be delivered and at the same time it cannot be returned or should not be returned according to the order, (b) there is a reasonable suspicion that it contains items excluded from collection and distribution, (c) there is a reasonable concern that damage to health, property or other postal items has occurred or could occur until delivery, or (d) it is necessary for compliance with the obligation imposed on TNT by the Act No. 301/2005 Criminal Procedure Code ("**CPC**") or a special regulation. When opening postal item TNT is obliged to respect provisions of Section 35 of the Act on Postal Services.
- 33.8 If, for the reasons mentioned in Section 34 par. 3 of the Act on Postal Services it is not possible to deliver the postal item to the Recipient, TNT will return it to the Sender. If it is not possible to return postal item to the Sender, TNT will retain it for a maximum of three months, and registered postal item for six months. If during the storage period the contents of the postal item are destroyed or if it is necessary for the protection of human health, TNT will destroy the postal item and draw up a written protocol on the destruction, which will be delivered to the Sender. After the expiration of the storage period, TNT can sell the postal item at a public auction or destroy or store it.
- 33.9 **Rate card (tariff).** Charges applicable to postal services according to this Section 33 are set out in the rate card (tariff) on [fedex.com](http://fedex.com).
- 33.10 **Liability for damages.** If the Sender suffers damage due to the fact that (a) TNT does not deliver, loses, damages, destroys registered item, insured item or parcel, (b) registered item, insured item or parcel is stolen, (c) TNT does not deliver postal item with a guaranteed delivery time within the agreed delivery period, TNT will compensate the Sender to the following extent: (i) actual damage, but not more than twice the lowest postal rate according to the tariff for every 500 g of contents, in the event of non-delivery, damage or loss of the contents of an uninsured parcel, (ii) actual damage, up to the stated price, in the event of non-delivery, destruction, damage to the contents or loss of contents of the insured Shipment; (iii) three times the postal rate paid in case of postal item with a guaranteed delivery period which was not delivered within the delivery period according to the postal conditions; in cases (i) and (ii), in addition to damages, TNT will refund the Sender the postage paid. The Sender is not entitled to (i) damages for non-delivery, loss, theft, destruction or damage with loss of contents of postal item that is not registered, (ii) lost profits or compensation for other damage. The Sender must exercise the right for compensation within 6 months from the day following the day of collection of the postal item, otherwise this right will expire.
- 33.11 If by damage to the postal item, which was not obvious at the time of delivery, damage is caused to the Recipient, the Recipient is entitled to damages if he/she proves that the damage occurred during distribution of the postal item, files the claim no later than on the working day following the day of delivery and hands over the damaged postal item to use together with the packaging. The Recipient must exercise the right to damages within 6 months from the day following the day of collection of the postal item; otherwise this right expires. The Recipient is entitled to damages to the extent pursuant to Section 33.10 but reduced by damages for damage to the same postal item awarded to the Sender.

33.12 TNT shall not be liable for any damage under 33.10 and 33.11, if TNT proves that (a) the damage was caused by the Sender, Recipient or submitter; (b) was caused by a defect in the postal item or by its special nature; (c) was caused by an event that occurred independently of the will of TNT and prevented TNT from fulfilling its obligations, the breach of which caused the damage, unless it can be reasonably assumed that TNT would avert or overcome this event or its consequences, and that at the time of occurrence TNT would anticipate this event, (d) the postal item has been seized or confiscated in accordance with the CPC, or (e) the contents of the postal item have items excluded from collection and distribution.

33.13 The Sender is liable to TNT for any damage caused to TNT by the postal item after its collection, if the Sender has concealed the actual contents of the postal item from TNT or misled TNT and the damage was caused by the contents of the postal item, its special nature or its incorrect modification. The liability of the Sender does not cease to exist by collection of the postal item. The Sender is not liable for damage caused by postal item during its distribution if the damage was caused by improper handling or an event that occurred independently of the will of the Sender and prevented Sender from fulfilling his/her obligations, the breach of which caused the damage, unless it can be reasonably assumed that this event or its consequences could have been averted or overcome by the Sender, and that the Sender would have foreseen this event at the time the obligation arose.

#### **33.14 Complaint procedure.**

33.14.1 If the User wishes to complain about the provided postal service because the delivery of postal item with a guaranteed delivery time has been lost, destroyed, damaged or delayed, the User is obliged to file a complaint in the manner and within the time limit according to this complaint procedure.

33.14.2 The User is entitled to make a complaint by notifying TNT about the loss, destruction, damage or delay in delivery of postal item with a guaranteed delivery time, in particular through the complaint form published on [fedex.com](https://www.fedex.com), without undue delay after learning of such an event, however, not later than 21 days from the date on which the postal item was delivered or later than 21 days from the date on which the postal item was to be delivered. Together with the notification of the complaint, the User is obliged to provide TNT with all relevant information about the postal item and the loss, destruction, damage or delay in delivery and User's contact details, so that TNT can inform the User about the handling of his/her complaint. At the request of TNT, the User is obliged to present the contents of the postal item and the original packaging to TNT for inspection.

33.14.3 If, after receiving the postal item, the Recipient does not indicate its damage or destruction in the delivery note, the postal item shall be deemed to have been delivered in undamaged and proper condition.

33.14.4 TNT will process the complaint within 30 days from the day of its filing if the complaint was filed in the manner and within the period according to this complaint procedure. In the event that TNT will not be able to process the complaint for objective reasons within 30 days from the date of its filing, TNT is entitled to extend this period by a maximum of 90 days; TNT will inform the User of its extension and the reasons for such an extension.

## **II.**

The changes according to this Addendum shall be effective as of June 1, 2021.

1<sup>st</sup> June 2021