GLS General Logistics Systems
Slovakia s.r.o.

Budča 1039
962 33 Budča / Slovensko
gls-slovakia.sk

COMPLAINTS POLICY OF GLS SK

1. GENERAL PROVISIONS

The Complaints Policy is an integral part of each Shipping Agreement and General Terms and Conditions and applies to all shipping services performed by the company GLS General Logistics Systems Slovakia s.r.o., as a Shipper for a Customer. The Customer declares that prior to concluding the Shipping Agreement, she/he has read and understood the content of this Complaint Policy and has taken full note of it.

2. GLS LIABILITY FOR DAMAGE DURING PARCEL SHIPMENT

GLS is liable for damage to parcels accepted for delivery only up to the amount specified in the agreement, and only for the initial damage - lost profit from the sale, fines and penalties, third party sanctions, etc. are excluded from the claim for damages (according to the Article 38 and 39 of the Act No. 324/2014 Coll. on Postal Services). At the same time, according to Act No. 431/2001 Coll. on Accounting, the VAT is also excluded (for registered VAT payers).

GLS is liable for damage caused to the sender by:

- non-delivery, loss, damage, destruction or theft of a parcel, insured parcel or its part,
- non-delivery of the parcel in a guaranteed delivery time within the delivery period according to the shipping conditions

GLS shall be relieved of the liability for damage if it proves that:

- the damage was caused by the sender,
consignee or consignor,
- was caused by a defect of the parcel or
its special nature,
- was caused by an event which occurred independently of the will of the shipping company and prevented it from fulfilling its obligations, the breach of which caused damage, if it could not reasonably be expected that the shipping company would avert or overcome

the event or its consequences, and that at the time of the obligation would foresee this event (force majeure)

- the parcel has been seized or confiscated in accordance with the Penal Code
- the content of the parcel includes items excluded from the distribution according to the Article 9 (parcels excluded from GLS Slovakia transportation) of the General Business and Insurance Conditions

3. ENFORCEMENT OF A COMPLAINT, DAMAGE COMPENSATION, DAMAGE RECORD

The Customer is entitled to claim compensation for damage caused by damage, destruction, partial or complete loss of the transported shipment, where:

- damage means a change in the condition, quality, dimensions, structure, stability of the items constituting the parcel which cannot be repaired or such a change in condition which cannot be repaired, but the item remains usable for the original purpose
- destruction means a change in the condition of the items constituting the parcel which cannot be repaired and the item can no longer be used for its original.

Damage means:

- in the event of damage to the parcel, reasonable repair costs necessary to restore the parcel to its original condition. From these costs, the price of monetizable and usable remnants of replaced items is deducted. If the damaged shipment is not repaired but is still usable for the original purpose even with damage, then the Customer is entitled to compensation in the amount of the difference between the price of the shipment before the damage and after the damage occurred. The value of the damaged shipment is the amount determined by an expert opinion, or the net profit from the sale of the damaged shipment, if GLS agrees with the sale.
- in the event of destruction or loss of the parcel, the actual value of the parcel at the time of its acceptance for shipment, or part thereof if only part of it is lost or destroyed .

According to the General Terms and Conditions of GLS SK, the price of the shipment service includes automatic parcel insurance, but up to a maximum of € 332. The consignee is obliged to inspect the parcel upon its receipt and, in case of obvious damage to the surface, outer packaging of the parcel, or partial loss of the contents of the parcel, shall make a reservation with the GLS courier regarding the condition of the delivered parcel. Obvious tampering or damage to the packaging can be questioned upon delivery of the parcel at the latest and the extent of the damage or partial loss of the contents of the parcel must be recorded right on the spot to the GLS form sheet for the **Damage Record**.

Claims for damage, which is not obvious upon delivery, must be made within 3 working days after

delivery of the parcel to the recipient; otherwise the right to compensation expires. All rights arising from damage to shipments against GLS are considered expired after one year.

In case of a damage to transported, used and/or worn item, the actual value of the transported item depends on its age and degree of wear, i.e. the time value of an item. The time value of the transported item is the value that needs to be spent at the place and time of shipment to re-acquire a new item of the same type and quality, reduced by the corresponding amount of wear and/or other deterioration of the transported item. The amount of compensation for damage will be calculated as the time value of the item, taking into account wear and tear, age and amortization of the item in accordance with the Amortization Table, which is publicly available on the GLS Slovakia website.

4. ENFORCEMENT OF A COMPLAINT

Complaints against GLS are made by the Customer (usually the customer and the payer of the shipment) by filling in the form on our website: https://gls-group.eu/SK/en/claims by means of the bookmark **Report damage claim.**

The complaint process takes place on the basis of the General Terms and Conditions of the Shipper - General Logistics Systems Slovakia, s.r.o, Business Identification Number 36624942, registered office Budča 1039, 962 33 Budča (GLS).

The Customer is obliged to give GLS a sufficient opportunity to check the damaged shipment either in person or by an authorized person. The customer is not allowed to handle the shipment until this time and is obliged to keep its packaging. If the customer does not submit his request within 3 working days after the delivery of the parcel, he will not provide the shipment to GLS for verification, or manipulates unauthorized with the shipment, his claim for damages becomes invalid.

5. ESSENTIAL DOCUMENTS

- Proof of the contents of the parcel (e.g. delivery note, sales invoice, etc.) with the designation of damaged items and the number of damaged pieces.
- Proof of the scope of damage:
  - costs of acquisition of damaged goods (e.g. purchase invoice, cost calculations, declaration of purchase / production price, etc.)*, or
  - the cost of its repair, or
  - calculation of the discount from the selling price.

*A sworn statement or calculation of production costs can only be accepted if a sales invoice with a visible sales price is provided.

- A copy of the Damage Report (if issued), confirming that the parcel bore the mark of external damage upon delivery.
- If the goods went to / from the service, proof of why the repair was necessary.
- Photo documentation of the whole parcel (label, packaging, filling material, goods, etc.)
- If the parcel did not enter the GLS system (did not receive an entry scan) - a copy of the GLS form "Confirmation of receipt of the shipment", which the courier issued on the day of dispatch when receiving the parcels.
- Upon delivery of the shipment to the wrong address - a declaration of the recipient that he did not receive the claimed parcel.

6. DEADLINES FOR COMPLAINTS

Pursuant to Act 324/2011 on Postal Services Article 28 paragraph 2c, the time limit for settling a complaint is a maximum of 30 days from the date of the complaint. This period shall be extended by the time during which GLS did not have all the necessary documents (listed in point 2 of these Rules) from authorized person to handle the complaint. Complaints for which GLS does not receive complete documentation and requested documents from GLS within 30 days of the complaint being filed are considered unjustified.

According to the Postal Services Act, GLS is entitled to extend the time limit for settling a complaint by a maximum of 90 days if the complaint made by the postal service user concerns a large number of postal items or other facts related to the provided postal service or postal payment system and for objective reasons it cannot be fully to the extent provided in the time limit according to the complaint procedure. GLS is obliged to notify the postal service user of the extension of the deadline in writing and stating the reasons for the extension.

The Customer is not entitled to set off the claim for damages against the Shipper's claim for payment of the price of the shipping services, whereby both parties expressly agree.

In the case of GLS 'consent to the claim for damages and compensation for the damage incurred, the customer is obliged to hand over the damaged shipment, which was the subject of the complaint to GLS within 3 working days from the notification of consent to the claim.

7. FINAL PROVISIONS

If the Customer violates the obligations defined in paragraphs 2 to 3 of this Complaints Policy, GLS does not consider the occurrence of the event to be damage.