



## APPENDIX 1 TO THE DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE

1. This Addendum No. 1 to the DHL Express Terms and Conditions of Carriage (hereinafter referred to as the "Addendum") is an integral part of the DHL Express Terms and Conditions of Carriage (hereinafter referred to as "Terms and Conditions") and further regulates the terms and conditions of the services provided as set out below by DHL Express (Slovakia), spol. s r. o., having its registered office at M. R. Štefánika Airport, 820 01 Bratislava, ID No.: 31 342 876, registered in the Commercial Register of the Municipal Court of Bratislava III, Section Sro, Insert No. 4400/B (hereinafter referred to as "DHL").
2. The Terms and Conditions together with this Addendum form a single unit and apply to the postal services as set out below. In the event of a conflict between the wording of this Addendum and the wording of the Terms and Conditions, the wording of this Addendum shall prevail.
3. Unless otherwise specified in this Addendum, capitalised terms shall have the meanings set out in the Terms and Conditions.
4. Customer means the person who arranged the postal service or on whose behalf the postal service was arranged.
5. Postal service (hereinafter referred to as "service") means:
  - A. service provided in the territory of the Slovak Republic, where the place of acceptance of the Shipment and the place of delivery is in the territory of the Slovak Republic, and currently it involves the following products:
    - Time definite - Domestic Express
    - Time definite - Domestic Express 9:00
    - Time definite - Domestic Express 12:00
    - Same Day - Sprintline
  - B. cross-border service, where the place of acceptance is in the Slovak Republic and the place of delivery is abroad, and currently it involves the following products:
    - Time definite - Medical Express (declarable)
    - Time definite - Express Worldwide (declarable)
    - Time definite - Express 09:00 (not declarable)
    - Time definite - Express 09:00 (declarable)
    - Time definite - Express 10:30 (declarable)
    - Time definite - Express 10:30 (not declarable)
    - Time definite - Express Worldwide (not declarable)
    - Time definite - Medical Express (not declarable)
    - Time definite - Express 12:00 (declarable)
    - Time definite - Express Worldwide (EU)
    - Time definite - Express 12:00 (not declarable)
    - Time definite - Express Envelope



Time definite - Express Easy (declarable)  
Time definite - Express Easy (not declarable)  
Day definite - Economy Select (declarable)  
Day definite - Economy Select (not declarable)  
Same Day - Sprintline  
Same Day - Jetline

provided that in each case (under both A and B above) the individual pieces correspond in weight and dimensions to the definition of a postal shipment under the applicable legislation, including the rules for international postal traffic (Acts of the Universal Postal Union - notification of the Ministry of Foreign Affairs of the Slovak Republic No. 50/2010 Coll. - in particular the Universal Postal Convention, the Implementing Regulation on Letter Mail and the Implementing Regulation on Postal Parcels), and it does not involve pallet shipping.

For a more detailed definition of each product, please visit:

[http://www.dhl.sk/cs/express/sluzba\\_domestic.html](http://www.dhl.sk/cs/express/sluzba_domestic.html)

<https://www.dhl.com/sk-sk/home/vsetky-produkty-a-riesenia/preprava-balikov-a-dokumentov.html>

6. The Agreement on the provision of the service is made on the basis of the Shipper's order and is concluded at the moment DHL accepts the Shipment.
7. It is the Shipper's responsibility to make ready and pack up the Shipment so that the Shipment is sufficiently and effectively protected against possible damage to the Shipment itself and also so that it does not cause damage to other shipments or to equipment used by DHL.
8. The standard price of services is listed in the price list, which is available at each DHL location, DHL Service Points and on the website:

<https://mydhl.express.dhl/sk/sk/ship/delivery-services.html>

The price of a specific service can be obtained at the following link:

<https://mydhl.express.dhl/sk/sk/shipment.html#/rate-and-quote#address-details>

9. Unless otherwise agreed between DHL and the Customer, the Customer shall pay the price of the services in cash or by credit card.

The price of the service will be calculated based on the weight and dimensions of the Shipment specified by the Customer when it orders the service. Upon acceptance of the Shipment, DHL will weigh and measure the Shipment and if the weight and dimensions are found not to match those specified by the Customer, DHL will subsequently advise the Customer of the price of the service based on the measured values of the Shipment.

10. This Addendum applies in relation to claims filed against DHL Express (Slovakia), spol. s r. o.

The Customer is entitled to make a claim pursuant to Article 7 of the Terms and Conditions/file a complaint in the following manner:

- a) by email sent to: [dhlsk@dhl.com](mailto:dhlsk@dhl.com), or



- b) via the web interface by filling in the form at: [https://mydhl.express.dhl/sk/sk/help-and-support.html#/contact\\_us](https://mydhl.express.dhl/sk/sk/help-and-support.html#/contact_us), or
- c) by written submission to DHL
- d) in person at a DHL location and at DHL Service Point

The Customer's claim period is 30 days from the date of DHL's acceptance of the Shipment, unless otherwise stated in the Act No. 324/2011 Coll. on postal services and on amendments to certain laws.

In addition, the Shipper must assert the right to compensation for damages for which DHL is liable within six months from the day following the date of acceptance of the Shipment or remittance of payment; otherwise this right shall be forfeited.

In case of postal services provided according to the provision 5 point A), if the claim is made by the Consignee and it is a claim for damage to the contents or loss of the contents of the Shipment that was not apparent upon delivery, the claim may be made no later than the next business day after delivery of the Shipment and at the same time it is necessary to present the damaged Shipment with the packaging (including the inner packaging).

In the event that a claim is made by the Consignee and the payer of the service is the Shipper, the claim must be accompanied by a confirmation that the Shipper waives the right to indemnification in favour of the Consignee and will not make a complaint or any claim whatsoever in respect of the service claimed (hereinafter as "written authorization"). Damage compensation can also be paid to the Consignee based on written authorization from the Shipper.

Each claim must be supported by all relevant documents relating to the claim. In the event of damage during the provision of the service, it is necessary to attach in particular, but not limited to, evidence of the damage during the provision of the service, its nature and extent and the amount of the actual damage, followed by photographic documentation by e-mail or via DHL's web interface for file sharing.

The quantification of the actual damage must be supported by invoice or a trustworthy document from where the items and/or substances comprising the contents of the Shipment were purchased. The claim for damages shall be made exclusive of VAT, except for damages remedied (in economically justified cases) by repairing the damaged product, which shall be invoiced as a separate measure.

If the basis for determining the value of the damaged or lost contents of the Shipment is an invoice in a foreign currency, the amount on such invoice shall be converted at the exchange rate announced by the National Bank of Slovakia valid on the date of dispatch of the Shipment.

DHL may require additional documents and information in connection with the claim as well as the handing over of the damaged Shipment with packaging. For this reason, the Customer is obliged to ensure that the Shipment is not tampered with in any way and that the packaging in which the Shipment was delivered to the Customer is preserved. For the same reason, the Shipment may not be disposed of or transported to another location without DHL's consent.

The time limit for processing a claim in relation to a domestic Shipment is 30 days from the date DHL receives all documents necessary to assess the validity of the claim. If the claim is received on a day other than a business day or after 4.00 p.m. on a business day, the next business day shall be deemed



to be the day on which the claim is received. If DHL does not receive the documents required to assess the validity of the claim even within the additional period specified in the invitation to submit the requested documents, DHL shall be entitled to reject the claim for lack of documents.

If the claim involves 50 Shipments or more or other facts related to the Shipments provided, and for objective reasons the claim cannot be fully processed within the time limit set out above, the time limit for processing a claim for domestic Shipments may be extended once for a further maximum of 90 days, with simultaneous notification thereof to the person who made the claim.

The time limit for processing a claim for international Shipments is a 60 days and starts from the date of receipt of the claim. This time limit may be reasonably prolonged due to the failure of another party to comply with their obligation to process the claim or in accordance with the exceptions set out in the Acts of the Universal Postal Union.

The Customer is obliged to provide for the handing over of the Shipment to DHL at the moment DHL has notified that it accepts liability for the damage and that it will pay the damage in full and demands the handing over of the Shipment; this obligation applies only if the compensation for damage corresponds to the value of the Shipment.

In the event of compensation being paid, DHL shall assume the rights of the person who received the compensation in relation to the Shipment. If the Shipment for which compensation has been paid is subsequently found, DHL shall notify the Shipper that the Shipment is available to the Shipper for 3 months after the Shipment has been found if they reimburse the amount of the compensation paid. At the same time DHL will ask the Shipper to notify to whom the Shipment is to be delivered. If the Shipper refuses to accept the Shipment or fails to respond within the time limit, DHL will apply the same procedure as for the Shipper to the Consignee. If the Consignee also refuses to accept the Shipment or fails to respond within the time limit, DHL shall be entitled to dispose of the Shipment at its discretion without any claim against the Customer or any other person.

11. In the event that a consumer dispute arises between DHL and a Customer who is a consumer under Act No. 108/2024 Coll. on Consumer Protection and on Amendments to the Certain Acts, which cannot be resolved by mutual agreement, the consumer may submit a proposal for alternative dispute resolution to the designated entity for alternative dispute resolution, which is
  - the Regulatory Authority for Electronic Communications and Postal Services, having its registered office at Továrenská, 7, P.O.BOX 40, 828 55 Bratislava, [www.teleoff.gov.sk](http://www.teleoff.gov.sk), in the case of disputes relating to postal services, and,
  - the Slovak Trade Inspection, Central Inspectorate of Slovak Trade Inspection, **Department of International Relations and Alternative Consumer Dispute Resolution, P.O.BOX 29, Bajkalská 21/A, 827 99 Bratislava, [info@soi.sk](mailto:info@soi.sk)**, for disputes related to the other services provided by DHL Express
  - another legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic

Consumers may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>



12. Alternative methods of delivery, which apply for delivery to Slovakia (please note that different options may apply for deliveries in other countries which will be listed on the DHL Express website in the delivery country)

In the event that the Shipment is not received by the Consignee at the location designated as the Consignee's address, the Shipment may be delivered by alternative methods of delivery which may include the following:

- i. delivery of the Shipment to an automated dispensing device based on the notified PIN code, if the pickup of the Shipment has been agreed electronically with the Consignee via the On Demand Delivery system at the nearest DHL certified service point, partner or locker; the PIN code is a unique code generated for the unambiguous identification of the Consignee
- ii. delivery of the Shipment to a neighbour, if so agreed with the Consignee electronically via the On Demand Delivery system,
- iii. in the event that the Consignee does not accept the Shipment at the location designated by the Consignee's address, the Consignee shall be entitled to:
  - reschedule the delivery date of the Shipment to a date that is convenient for the Consignee
  - change the delivery address in accordance with the above methods
  - request to delay delivery while the Consignee is absent (maximum of 30 days)

The Consignee can find the terms and conditions of alternative methods of delivery as well as changes to the methods of delivery at: <https://delivery.dhl.com/prg/on-demand-delivery.xhtml?ctrycode=SK>

DHL also provides Customers with the ability to view their Shipment details and track the status of their Shipment. Through the ODD system, the notification of the estimated delivery date can also be provided to the Consignees via email or text message while the Shipment is still en route.

Delivery of the Shipment shall be confirmed by the signature of the Consignee or authorized person on the paper form of the delivery list or the Consignee is to confirm receipt of the Shipment on the mobile device by electronic signature. The electronic signature shall be considered a full substitute for the signature on the paper form of the delivery list.

If a PIN code has been generated, delivery of the Shipment to the Consignee is confirmed by entering the PIN code, in which case the Consignee's signature is not required. Entering the PIN code shall be considered a full substitute for the signature on the paper form of the delivery list.

If DHL generates and provides a PIN code to the Consignee as part of the notification process or customer application, any person who possesses and enters the PIN code shall be deemed to be authorised to accept the Shipment. In the event that a PIN code is entered, DHL is not obliged to verify and record the identity of the Consignee by means of a valid form of identification.

If the Shipment cannot be delivered on the first attempted delivery, the Shipper or the person delivering the Shipment shall leave a written or electronic notice of this fact to the Consignee. The Consignee has the option of agreeing within 7 calendar days, on the basis of the written notice left electronically, with the Shipper on the final delivery of the Shipment. Upon expiry of this period, the



Shipment will be returned to the Shipper. However, this does not affect the right to remuneration for the services provided. In the event of a declaration of any state within the meaning of Act No. 227/2002 Coll. or any situation within the meaning of Act No. 42/1994 Coll. as a result of the spread of a disease that endangers the Consignee's health and/or health, the acknowledgement of delivery of the Shipment by the Consignee's signature within the meaning of this Article shall not be made.

13. DHL is entitled to open the Shipment if:

- a) it cannot be delivered and at the same time cannot be returned or is not to be returned under the agreement,
- b) is reasonably suspected of containing items excluded from collection and distribution under the Terms and Conditions, or is otherwise not permitted to be posted or transported,
- c) there is a reasonable cause for concern that damage to health, property or other Shipments has occurred or may occur prior to delivery, or if its contents show signs of damage, the contents are leaking, the contents are heard to be broken during handling, etc.; or
- d) it is necessary to comply with DHL's statutory obligations.

DHL is obliged to inform the Consignee of the opening of the Shipment upon delivery or the Shipper upon return of the Shipment. DHL's information obligation will be deemed to be fulfilled by affixing a sticker with the heading "Security inspection" and the DHL logo to the Shipment.

14. In the event that

- a) the Shipment cannot be delivered and at the same time cannot be returned or is not to be returned under the agreement; or
- b) there is a reasonable cause for concern that the contents of the Shipment will be deteriorated before delivery,

DHL shall be entitled to sell the Shipment or any part thereof, this after 45 days from the attempted delivery of the Shipment, failing other instructions of the Shipper to DHL on how to proceed, by direct sale, whereby in the event that any proceeds remain after DHL has satisfied all its claims, DHL shall remit the proceeds to the Shipper.

15. The Shipper authorizes DHL to act for the purpose of destroying the Shipment, and to this end DHL shall be entitled (in addition to DHL's rights in the Terms and Conditions) to destroy the Shipment or any part thereof after 30 days from the second attempted delivery of the Shipment, without any compensation, if:

- a) the contents of the Shipment have deteriorated, in whole or in part, or may reasonably be expected to have deteriorated;
- b) no sale of the Shipment that cannot be delivered and at the same time cannot be returned or is not to be returned under the agreement occurs;

The contents of the Shipment, or part thereof, may be destroyed before the expiry of the aforementioned period, if this is necessary to ensure the protection of the health of persons or to ensure protection from harm.

16. No deviation from the provisions of this Addendum and the Terms and Conditions may be negotiated when concluding an agreement.

17. DHL shall at any time be entitled to unilaterally change the Terms and Conditions, including this Addendum. If DHL makes a change to the Terms and Conditions, including this Addendum, DHL will publish the new version online at <https://mydhl.express.dhl/sk/cs/legal.html>, and at each location, which change shall become effective no earlier than thirty (30) days following its publication.



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