

Agreement on the Conditions for Posting Parcel Delivery To Hand and Parcel Delivery To Post Office Consignments Number 2019/07378

Česká pošta, s.p.

Registered office: Politických vězňů 909/4, 225 99 Prague 1
Company registration number (IČO): 47114983
Tax identification number (DIČ): CZ47114983
Represented by: Mgr. Martin Vránek,, Executive Director for Sales and Marketing
Registered in the Commercial Register: Municipal Court in Prague, Section A, File 7565
Bank name: Československá obchodní banka, a.s.
Account number: 134204869/0300
Mailing address: Česká pošta, s.p., Jateční 436/77, 401 01 Ústí nad Labem
BIC/SWIFT: CEKOCZPP
IBAN code: CZ0303000000000134204869
hereinafter referred to as “ČP”

and

XXXXXXXX XX

Registered office: XXXXXXXXXXXXXXX XXX XXX XXXXXXXXXXX
Company registration number (IČO): -
Tax identification number (DIČ): XXXXXXXXXXXXXXX
Represented by: XXX XXXXXXXXXXXXXXX XXXX XXX
XXXXXXXXXXXXXXXXXXXX XXXX
Registered in the Commercial Register: XXXXX XXXXXXXXXXXXXXX XXXXXXXXXXX XXX XXXXXXX
Bank name: XXXXXXX XXXX XXXXXXX
Account number: XXXXXXXXXXXXXXXXXXXXXXX
Mailing address: XXXXXXX XXX XXXXXXXXXXXXXXX XXX XXX
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Sender's ID (CČK file ID): XXXXXXXXXXX
Assigned technological number: XXXXX XXXXX XXXXX XXXXX XXXX
hereinafter referred to as “the Sender”

This Agreement on the Conditions for Posting Parcel Delivery To Hand and Parcel Delivery To Post Office Consignments (hereinafter referred to as “the Agreement”) is made by the above-mentioned Parties (each shall hereinafter individually be referred to as “a Party” and collectively as “the Parties”) in accordance with

section 1746 subsection 2 of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as “the Civil Code”).

1. Purpose and subject-matter of this Agreement

- 1.1 This Agreement is to regulate the mutual rights and duties of both Parties ensuing from processes used to send Parcel Delivery To Hand and Parcel Delivery To Post Office consignments (hereinafter referred to as “consignments”). Unless it is expressly agreed otherwise in this Agreement, the rights and duties under the postal contract entered into by the posting of consignments follow from the Postal Terms and Conditions for Parcel Delivery To Hand Services and the Postal Terms and Conditions for Parcel Delivery To Post Office Services valid as of posting date (hereinafter referred to as “the Postal Terms and Conditions”). The current version of the Postal Terms and Conditions is available at any post office in the Czech Republic as well as on ČP’s website at <http://www.ceskaposta.cz/>. The Sender confirms that he made himself acquainted with the content and meaning of the Postal Terms and Conditions, that he received a sufficient explanation of the text of this document, and that he expressly agrees with its wording. Subject to section 6 subsection 3 of the Act No. 29/2000 Coll., on postal services and on amendment to certain related acts, as amended (hereinafter referred to as “the Postal Service Act”), ČP will provide the Sender with information about changes of the Postal Terms and Conditions including information about the effective data of such changes, at least 30 days before the effective date of such changes, by publishing such information at all post offices in the Czech Republic as well as on the above-mentioned website. The Sender is obliged to make himself acquainted with the new wording of the Postal Terms and Conditions. Entering into partial postal contracts in matters which are not regulated by this Agreement is governed by the Postal Terms and Conditions valid as of the date of posting.

2. Preparation for posting

- 2.1 The Sender will attach to each consignment that is to be posted an address label as follows:
- A Sender’s own address label, which has been printed by the Sender as approved by ČP and which has a form required by ČP, particularly by Česká pošta’s Address Label Printing Instructions and Instructions for Barcoding of Parcels - Bulk Posting; the Sender has been provided with the text of these Instructions valid as of the date of signature of this Agreement before signing this Agreement (ČP reserves the right to unilaterally alter these Instructions on condition that the Sender is informed about any alteration at least 1 month before the altered Instructions take effect); a barcode and its transcription must be printed on each of these address labels in compliance with the above-mentioned requirements; ČP has the right to refuse to accept consignments with an address label containing a barcode and its transcription that do not comply with the above-mentioned requirements.
- 2.2 The completed address label must also contain information about the weight of consignment in kg with a 100 g precision (this information is not required if the consignment is posted at a post office) and the postcode of the posting post office. ČP has the right to refuse to accept consignments with illegible data.
- 2.3 The Sender will use ALs in the ascending order of their posting numbers (the code on each ČP’s AL without the last digit, which is the control one).
- 2.4 A data file with details on consignments to be posted must be handed over to the ČP’s outlet personnel at the time of posting (i.e. at the latest together with the physical consignments). Otherwise

ČP has the right to refuse to accept the consignments, i.e. to refuse to send the consignments until the details are handed over.

- 2.5 Details concerning consignments that are to be posted with the additional service No-Card Cash on Delivery must be delivered by the Sender to ČP via the Online Posting application or in the form of a data file. The data file must be delivered by the Sender to ČP at the latest together with the physical consignments. The Registration Form for Consignments Qualified as No-Card Cash on Delivery, signed by an authorized representative, is attached to this Agreement as Annex No. 4 and makes an integral part of this Agreement. The Sender will indicate a unique bank account for transfer of collected amounts of cash or, if the Sender uses several types of consignments, one account can be indicated for each consignment type. The bank details will be specified in the Registration Form, which will be made in triplicate. If cumulative payment is indicated in the Registration Form, the data file sent by email and containing a breakdown of payments for No-Card Cash on Delivery consignments must be encoded using ČP's encoding software CRYPTA, which is provided free of charge (complete information is available on ČP's website at <http://www.ceskaposta.cz/cz/sluzby/e-sluzby/interni-certifikacni-autorita-id314/>). Encoding safeguards the file against unauthorised handling of data saved in the file. Cumulative payments to the Sender's account will start after the Sender receives a CRYPTA technological certificate; until then payments will be made on an individual basis. Unauthorised sums of money transferred to the Sender's account will be forthwith returned by the Sender to ČP.

3. Posting

3.1 Consignments will be posted as follows:

- At the post office: **XXXXX XXXX XXX XXXXXXXXXXXX XXXXXXXX XXXXXXXX
XXXXXXXXXX XXXXXXXX.**
 - On Monday-Friday from 8:00 a.m. to: 3 p.m.
 - The latest acceptance time is 3 p.m.; consignments accepted after this time limit will be considered as posted the next working day.
- At the Sender's handover point - at the Sender's premises (hereinafter referred to as "Pickup") located at: **XXXXXXXXX XXX XXXXXXXXXXXXXXXX XXXXXXXX
XXXXXXXXXX XXXXXXXX**
 - Handover point ID (CČK file ID): **XXXXXXXXXXXXX**
 - **XXXXXXXXXX XX XXXXXXXXXXXXXXXXXXX XXXX XXXXXXXX XX XXXXXXXX**
 - Authorised person on behalf of the Sender: **XXXXXXXX XXXXXXXX.**
 - Posting post office: **XXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXXXXXX
XX**
 - If the Sender requests irregular Pickup drives, i.e. drives on working days and in time intervals that are not specified in advance, ČP will send a van to pick up consignments after an order is placed by phone.

3.2 Pickup orders must be placed with the relevant ČP's personnel:

Phone: **XXXXXXXXXXXXX**

Email: **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

on working days from 8:00 a.m. to 3:00 p.m. for the following working day, unless the Parties have agreed otherwise.

- 3.3 If the Sender has ordered a Pickup drive but does not have any consignment to be sent through ČP, the order must be cancelled with the above mentioned ČP's personnel - see the contacts mentioned in subclause 3.2 above, before 8:00 a.m. the same day at the latest. If the ordered drive is not cancelled, it will be considered by ČP as failed Pickup attempt.
- 3.4 The Sender shall provide for smooth loading of the consignments, which must be prepared by the Sender next to the mail van parking place. The consignments will be loaded into the van by ČP's personnel. The ČP's personnel is not obliged to check the authorization of the person handing over the consignments or wait for the consignments for more than 15 minutes.
- 3.5 At the time of acceptance of the consignments, the ČP's personnel will only confirm the number of accepted consignments.

The confirmed bulk posting form or printout generated by the relevant ČP's programme will be returned by ČP to the Sender:

- **at the time of the next pickup of consignments at the handover point.**

4. Price and manner of payment

- 4.1 The agreed manner of payment is:
- **XXXXXXXX XXXXXce**
– **XX XXXX XXXXXXXXX.**
- 4.2 **The price for Parcel Delivery To Hand up to 30 kg services will be charged according to Annex No. 1.**

The price of the Parcel Delivery To Hand over 30 kg services will be charged according to Annex No. 2.

The price for Parcel Delivery To Post Office services will be charged according to Annex No. 3.

The price is quoted exclusive of VAT. The Sender has to pay the price together with the VAT at the current rate.

The Sender confirms that he made himself acquainted with the content and meaning of the Pricelist, that he received a sufficient explanation of the text of this document, and that he expressly agrees with its wording. Subject to the Postal Service Act, ČP will provide the Sender with information about changes of the Postal Terms and Conditions including information about the effective date of such changes, at least 30 days before the effective date of such changes, by publishing such information at all post offices in the Czech Republic as well as on the above-mentioned website. The Sender is obliged to make himself acquainted with the new wording of the Pricelist.

- 4.3 If a pickup attempt fails through the Sender's own fault as per subclause 3.3 above, ČP has the right to charge the Sender a fee for the failed attempt equal to the fee for an extraordinary drive as per the Pricelist current as of the date of provision of this service.
- 4.4 ČP will issue an invoice - tax document **XXXX X XXXXX**, with maturity date **XXXXXXXX** from the date of issue.

The Parties have agreed that invoices - tax documents in the PDF format with attached electronic signature ("electronic invoice") together with any other annexes required by contract will be sent by

electronic means, as attachment to an email message sent from the email address of ČP ucto.fakturaceceskaposta@cpost.cz to the Sender's email address
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Electronic invoices are considered as delivered on the day when the email message with the attachment containing the electronic invoice is sent from the email address of ČP ucto.fakturaceceskaposta@cpost.cz to the Sender's email address
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Sender's ID (CČK file ID): XXXXXXXXXX

If the Sender defaults on payment of the price, the Sender will pay default interest at a rate set out in section 1 of the Government's Decree No. 351/2013 Coll., on setting of default interest rates and default charges connected with the assertion of claims, on setting the fees of liquidators, liquidation administrators and court-appointed members of bodies of legal entities, an on regulation of certain matters of the Commercial Bulletin and public registered of legal entities and individuals, as amended.

- 4.5 If the Sender defaults on his debts to ČP within the maturity period set in subclause 4.3 above, ČP reserves the right, during the period of the Sender's default on his debts, either to refuse to accept consignments according to the Agreement or to accept consignments according to the Agreement on condition that they are posted at a post office specified by ČP and paid by cash in advance.
- 4.6 The Sender is obliged to inform ČP in advance about any change of circumstances necessary to determine the tax regime, in particular the place of performance; this information must be provided in a documented manner. If the Sender fails to fulfil this duty, he will be held fully liable for any damage that may result from his omission, and agrees to compensate ČP for such damage.

5. Personal data protection

- 5.1 ČP as the data controller processes the personal details of the Sender (if the Sender is an individual) and the personal details of his contact persons provided in this Amendment as well as personal details of other persons provided under the Agreement (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes of performance of the Agreement for the duration of the Agreement, or for the purposes resulting from legal regulations for a longer period justified by valid legal regulations. Accordingly, the Sender is obliged to inform the natural persons whose personal data is transferred to ČP for the purposes related to the performance of this Agreement. Further information related to the processing of personal data, including the rights of data subjects related to such processing, is contained in the "Personal Data Protection - the GDPR" section of ČP's website at www.ceskaposta.cz.

6. Other provisions

- 6.1 Contact persons on behalf of the Sender (name, position, phone, email and/or fax):

a) XXXXXXXX XXXXXXXX X XXXXXX XXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Contact persons on behalf of ČP (name, position, phone, email and/or fax):

a) XXXX XXXXX XXXXXXXXXXXX XXXXX XXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXX XXX XXXXXXXX.

b) XXXXXXXXXX XXXXXXXXXX XXXXX XXXXXXXXXX
XX XXXXXX XXX XXX XXX.

- 6.2 Each Party agrees to immediately inform the other Party in writing about any changes in the contact persons, addresses and details mentioned in subclauses 4.3 and 6.1 above. These changes do not require an amendment to this Agreement to be made in writing.
- 6.3 The Sender agrees as part of his business activities to offer his Senders the optional services Parcel Delivery To Hand and Parcel Delivery To Post Office with an exact service description and name (i.e. Parcel Delivery To Hand and Parcel Delivery To Post Office).
- 6.4 The Sender and ČP are obliged to timely inform the other Party to this Agreement in writing about any changes concerning the bank account, name, identification, registered office or organisational changes in respect of payment from account as well as about other facts that can affect the performance of this Agreement.

7. Final provisions

- 7.1 This Agreement is made for a definite period of time ended 30 June 2020. Either Party may terminate this Agreement without giving any reason; the term of notice is 1 month and starts running the day next to delivery of the notice to the other Party.
- 7.2 ČP reserves the right to withdraw from this Agreement if the Sender fails to observe the agreed conditions despite warning. ČP shall send a notice warning the Sender to the last known address of the latter and the Sender shall remove the found defects within a 15-day period. Should this period expire in vain, ČP has the right to withdraw from this Agreement.

ČP may also withdraw from this Agreement if an insolvency procedure is started against the Sender or at any time while it lasts. In such case the Sender will not be granted an additional 15 days' period and ČP will be entitled to withdraw from this Agreement without prior notice.

Any withdrawal from this Agreement takes effect and this Agreement becomes terminated on the day of delivery of the notice of withdrawal served in writing to the other Party. Mutual performances exchanged between the Parties until the withdrawal will not be returned, and the Sender will pay the price for services provided by ČP until the withdrawal.
- 7.3 Unless it is specified otherwise, this Agreement may be modified only by amendments to this Agreement, made in writing, numbered in ascending order and signed by both Parties to this Agreement.
- 7.4 The Parties agree to maintain the confidentiality of trade secrets of the other Party and also of the facts and information that have been designated in writing as confidential. The Parties consider as trade secrets all competitively significant, identifiable, measurable and in the relevant business circles normally inaccessible facts connected with the Parties, whose owner - in his own interest - ensures their confidentiality in an adequate manner. For the purposes of this Agreement, trade secrets are mainly information about the existing contractual relationships between the Parties, details about the amount of price and the manner of its setting, payment terms, information about the manner to secure claims, data on the extent and volume of provided services, and the details that define the provided performance beyond publicly available information.
- 7.5 The duty of confidentiality exists until information of the above-mentioned nature becomes generally known, provided that it is not due to a breach of the duty of confidentiality. The duty of confidentiality is not affected by the form of communication of such information (written or oral) and its format (materialised or dematerialised).

- 7.6 The Parties agree to maintain the confidentiality of information of the above-mentioned nature, not to disclose it or make it available to other entities, and to take necessary measures for their protection and prevention of leakage, including ensuring that it will be used only for activities related to the preparation and performance of this Agreement in accordance with the purpose specified in this Agreement.
- 7.7 Provision of the above-mentioned information to a court, state prosecutor, competent administrative authority or to another public authority pursuant to and in accordance with law, and its publication under a duty prescribed by law or provision to the founder of ČP does not constitute a breach of the duty of confidentiality. Neither does disclosure of the said information to a Party's representative constitute a breach of the duty of confidentiality.
- 7.8 The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by this Agreement.
- 7.9 This Agreement will be published in the register of contracts under the Act No. 340/2015 Coll., on special conditions of effect of certain contracts, their publication and on the register of contracts (the Register of Contracts Act). The Parties agree that ČP will arrange for the sending of this Agreement to the administrator of the register of contracts. Before sending this Agreement to the administrator of the register of contracts, ČP is entitled to obliterate any information in the Agreement which is not subject to the duty to publish under the Register of Contracts Act.
- 7.10 If any provision of this Agreement is fully or partially invalid or if any matter is not regulated by this Agreement, this does not affect the remaining provisions of this Agreement.
- This Agreement is made in 2 (in words: two) counterparts with the force of an original, in the English language, each Party will obtain one counterpart.
- A Czech translation of this Agreement is attached hereto as Annex No. 5.
- 7.11 The rights and duties arising from this Agreement for each Party will pass onto their legal successors.
- 7.12 Relationships which are not regulated by this Agreement are governed by valid laws of the Czech Republic.
- The Parties have agreed that the local court at the place of ČP's registered office will have the jurisdiction over any disputes.
- 7.13 This Agreement takes effect on the day of its signature by both Parties.
- 7.14 Services and payments mentioned in this Agreement and provided from 01 July 2019 to the date of effect of this Agreement will be considered as services and payments under this Agreement, unless it is excluded by the nature of the service or payment.
- 7.15 The Parties declare that this Agreement is an expression of their entire and exclusive mutual agreement in respect of the given subject-matter of this Agreement. The Parties have read this Agreement and declare that it has been made after mutual negotiation, in a certain and clear manner, as their true, seriously meant and free act and deed. In witness whereof the Parties have caused their authorised persons or representatives to sign this Agreement.

Annexes:

- Annex No. 1 - Price for Parcel Delivery To Hand over 30 kg Services.
Annex No. 2 - Price for Parcel Delivery To Hand up to 30 kg Services.
Annex No. 3 - Price for Parcel Delivery To Post Office Services.
Annex No. 4 – Registration Form for Senders of Mail with No-Card Cash on Delivery.
Annex No. 5 - Czech translation of this Amendment.



Prague on
On behalf of ČP:

In XXXXXXXX on
On behalf of the Sender:

Mgr. Martin Vránek,
Executive Director for Sales and Marketing

XXX XXXXXXXXXXX XXXX,
XXX

In XXXXXXXX on
On behalf of the Sender:

XXXXXXXXXXXXXXXXXXXX,
XXX

For formal correctness and compliance with all ČP's internal procedures and rules:
Ing. Libor Plzák, Regional Sales Director, North Bohemia Region.

Annex No. 1 - Price for Parcel Delivery To Hand up to 30 kg Services agreed for the period from 01 July 2019 to 30 June 2020

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Annex No. 2 - Price for Parcel Delivery To Hand over 30 kg Services agreed for the period from 01 July 2019 to 30 June 2020

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Annex No. 3 - Price for Parcel Delivery To Post Office Services agreed for the period from 01 July 2019 to 30 June 2020

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Dohoda o podmínkách podávání poštovních zásilek Balík Do ruky, Balík Na poštu Číslo 2019/07378 - Příloha č. 4

EVIDENČNÍ LIST ODESÍLATELE ZÁSILEK SE SLUŽBOU BEZDOKLADOVÁ DOBÍRKA

Nový

Změna

(ve 3 stejnopisech)

1. Část - VYPLNÍ ODESÍLATEL:

Název odesílatele:			
Odesílatel zastoupen (jméno, příjmení, funkce):			(dále jen „oprávněný zástupce“)
IČO:	Ulice, číslo popisné:	PSČ:	
	Obec:	Část obce:	
Kontaktní pracoviště odesílatele:			
Kontaktní osoba:	Tel:	Fax:	E-mail:
E-mail pro zasílání dat. souborů plateb(kumulovaný přípis):			
SW použitý ke tvorbě souboru: <input checked="" type="checkbox"/> Podání Online <input type="checkbox"/> vlastní SW <input type="checkbox"/> SW jiného dodavatele			

Bankovní spojení odesílatele

Typ zásilky (VV, BB, VD, BD, EE, VL, BE, BN, DR, NP, DV, NV, DE, NA, RR) *	Číslo podavatele**	Předčíslí a číslo účtu	Kód banky	Název banky (dle číselníku ČNB)
			<input type="checkbox"/> Položkový přípis	<input type="checkbox"/> Kumulovaný přípis
			<input type="checkbox"/> Položkový přípis	<input type="checkbox"/> Kumulovaný přípis

* - **Typ zásilky** určí podavatel VV = Cenný balík s udanou cenou nad 10000,- Kč, BB = Cenný balík s udanou cenou do 10000,- Kč, VD = Cenný balík s udanou cenou nad 10000,- Kč a s dobírkou, BD = Cenný balík s udanou cenou do 10000,- Kč a s dobírkou, EE = EMS, VL = Cenné psaní, BE = Balík Expres, BN = Balík Nadrozměr, DR = Balík Do ruky, NP = Balík Na poštu, DV = Balík Do ruky pro vybrané podavatele, NV = Balík Na poštu pro vybrané podavatele, DE = Balík Do ruky se službou garantovaný čas dodání, NA = Balík Na poštu s adresou, RR = Doporučená zásilka vnitrostátní, Doporučená zásilka - standard, Doporučená slepecká zásilka vnitrostátní.

** - **Číslo podavatele** = číslo podavatele uváděné v čárovém kódu (včetně znaku určujícího typ podavatele - E, F, T, U, B, C, L, M)

Požadované datum

Datum:

realizace služby 41 - BD:

Za odesílatele:
(podpis oprávněného zástupce)

2. Část - VYPLNÍ KONTAKTNÍ PRACOVIŠTĚ ČESKÉ POŠTY:

Jméno, příjmení pracovníka:	Tel:
Adresa kont. pracoviště ČP:	E-mail:

ID složky klienta:

(dle Centrálního číselníku klientů)

Pozn:

Datum:

Řádně vyplněný evidenční list ve 3 stejnopisech odešlete na adresu:

Za Českou poštu, s.p.:
(podpis)

Česká pošta, s.p., RZPS Ostrava,

Dr. Martíňka 1406/12, 700 90 Ostrava – Hrabůvka.

3. Část - VYPLNÍ PRACOVIŠTĚ ČESKÉ POŠTY: odbor ZPS

Bankovní spojení pošty

Předčíslí a číslo účtu	Kód banky	Název banky
160987123	0300	Československá obchodní banka, a.s.

Datum:

Název certifikátu: BD.....

Za Českou poštu, s.p.:
(podpis, razítko)

(Pouze v případě kumulovaného přípisu na účet podavatele)