



Česká pošta

Agreement on the Conditions for Posting Commercial Letter Consignments
No. 2016 / 0123


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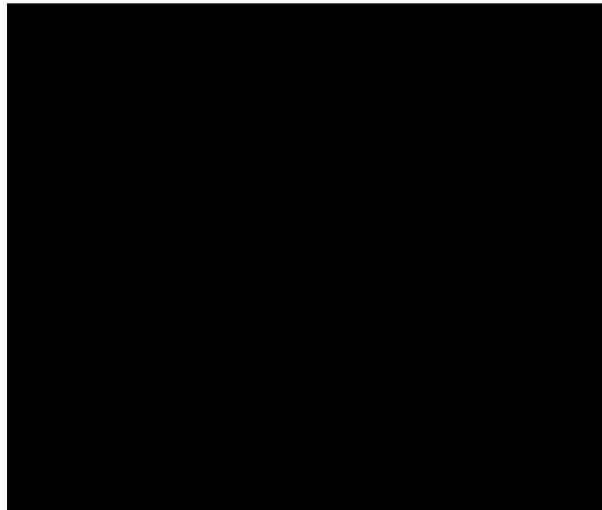
No. 2016 / 0123

Česká pošta, s.p.

Registered office: Politických vězňů 909/4, 225 99 Praha 1
Company registration number (IČO): 47114983
VAT No. (DIČ): CZ47114983
Represented by: Jiří Štráberger, Director of Corporate Business Section
Registered in the Commercial Register: Municipal Court in Prague, Section A, File 7565
Bank name: Československá obchodní banka, a.s.
Account No.: 133729903/0300
Mailing address: P.O.Box 99, Praha 025, 225 99
BIC/SWIFT: CEKOCZPP
IBAN: CZ0603000000000133729903
hereinafter referred to as "ČP"

and


Registered office/Place of business:
Company registration number (IČO):
VAT No. (DIČ):
Represented by:
Registered in the Commercial Register:
Bank name:
Account No.:
Mailing address:
BIC/SWIFT:
IBAN:
Sender's ID (CČK file ID):
Assigned technological number:
hereinafter referred to as "the Consignor"



This Agreement on the Conditions for Posting Commercial Letter 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").



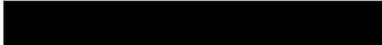
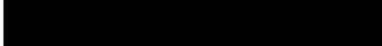


1. Purpose and subject-matter of this Agreement

- 1.1 This Agreement is to regulate the mutual rights and duties of both Parties ensuing from processes used to send Commercial Letter (Obchodní psaní) consignments (hereinafter referred to as "consignment(s)"). Unless it is expressly agreed otherwise in this Agreement, the rights and duties from the postal agreement entered into by posting a consignment follow from the Postal Terms and Conditions for Commercial Letter Services (Poštovní podmínky služby Obchodní psaní) 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 Consignor 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 Consignor 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 Consignor 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. Posting

- 2.1 Posting post office: [REDACTED]
- 2.2 Consignments will be posted as follows:
- Regularly on Monday-Friday from 07:00 to 15:00
 - Under a Mail Pickup and Delivery Contract made between ČP and the Consignor and effective as of posting date.
- 2.3 If more than [REDACTED] consignments are to be posted, the Consignor shall inform ČP at least 2 days in advance:
- by an email sent to: [REDACTED]
- 2.4 At every posting, the Consignor shall hand over to the post office personnel three completed copies of the form "List of COMMERCIAL LETTER consignments posted on" (Soupis Obchodních psaní podaných dne); the personnel will confirm the number of posted consignments and return one confirmed copy to the Consignor.
- The Consignor shall hand over the "List of COMMERCIAL LETTER Consignments posted on" together with a sample posted consignment to be kept by ČP.
- 2.5 The Consignor shall post the consignments in bundles made in accordance with ČP's requirements. If the Consignor wants to post more than 5,000 consignments, the Consignor shall hand over to the post office personnel a completed copy of the form "List of bundles of COMMERCIAL LETTER consignments posted on" (Seznam svazků OBCHODNÍCH PSANÍ podaných dne). The list of bundles shall be prepared by the Consignor in accordance with the example given in the Postal Terms and Conditions for these services.

- 2.6 ČP will provide the Consignor with further instructions (working procedures) regulating the procedure to be followed by the Consignor at posting in accordance with the preceding provisions of this clause.
- 2.7 The Consignor will mark all consignments posted under this Agreement in accordance with Annex No. 2 with regard to the method of payment of the price for the services and the type of consignment.
- 2.8 The minimum volume to be posted by the Consignor at a one-off posting is 500 consignments of an identical size, identical content, identical shape, and identical weight category in accordance with the Postal Terms and Conditions.
- 2.9 The Consignor is entitled to use the “Electronic Report on Undeliverable Consignments” (Elektronický report o nedoručitelných zásilkách) containing the reason for undelivability (hereinafter referred to as “the Electronic Report”). If the Consignor uses the Electronic Report, he shall mark the Commercial Letter consignments with a barcode structured as specified in subclause 2.10 and 2.13 in the manner specified in the Postal Terms and Conditions for the Commercial Letter Services.
- 2.10 Barcode structure:
ELxxxxyyzzzzzzz (13-digit number) will be placed below the barcode
- the letters E and L will be placed in front of the barcode converted into number
 - xxxx - Consignor technological number
 - yy - identification of posting wave - 1 to 99 (after the use of 99 the series of numbers will start again from 1)
 - zzzzzz – addressee identification
- 2.11 If the Consignor uses the Electronic Report, the consignments must be identified with the barcode converted into number. The Consignor will place the letters E and L, used for identification of the relevant barcode, in front of the converted barcode.
- 2.12 The Electronic Report will be sent on the fourth day after posting to these email addresses:
- 1) 
 - 2) 
 - 3) 
- 2.13 Consignor technological number: 
- 2.14 If the consignments that the Consignor wants to post with ČP were previously posted with a postal operator other than Česká pošta, s.p., the Consignor is obliged to inform ČP about it without unnecessary delay. The Consignor is also obliged to inform ČP which of the consignments that the Consignor wants to post were previously posted with a postal operator other than ČP. If the Consignor breaches his duty to inform ČP that the consignments that the Consignor wants to post were previously posted with a postal operator other than ČP, ČP will be entitled to claim a contractual fine of CZK 100,000 for each day of delay in the fulfilment of this duty. If the Consignor breaches his duty to inform ČP about which of the consignments that the Consignor wants to post were previously posted with a postal operator other than ČP, ČP will be entitled to claim a contractual fine of CZK 100 for each consignment which was handed over to ČP without fulfilment of this duty.

3. Price and manner of payment

- 3.1 The agreed manner of payment is:
- against invoice
 - by bank transfer
- 3.2 The price of consignments posted under this Agreement will be charged in accordance with Annex No. 2 - Price of Commercial Letter Services for the Period from 1.1.2016 to 31.12.2016.
- 3.3 If the Consignor breaches article 4 (permitted content of consignments) of the Terms and Conditions for the Commercial Letter Services, the Consignor shall pay a surcharge set in Article 13 of the Postal Terms and Conditions for the Commercial Letter Services; the surcharge is payable within 15 days after billing date in accordance with this clause 3.
- 3.4 ČP will issue an invoice - tax document once a month, with a maturity period of 14 days from the date of issue.

If the Consignor defaults on payment of the price, the Consignor shall pay default interest at a rate set out in 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.

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 [redacted] to the Customer's email address.

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 [redacted] to the Customer's email address.

- 3.5 If the Consignor defaults on his payment obligations to ČP within the maturity period set in subclause 3.4 above, ČP reserves the right, during the period of the Consignor's default on his payment obligations, 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. Other provisions

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

- a) [redacted]
- b) [redacted]
- c) [redacted]

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

- a) [redacted]
- b) [redacted]

- 4.2 The Parties agree to immediately inform the other Party in writing about any changes in the contact persons and details mentioned in subclauses 2.3, 3.4 and 4.1 above. These changes do not require an Amendment to this Agreement to be made in writing.

5. Closing provisions

- 5.1 This Agreement is made for a definite period of time ended 31.12.2016. 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. If the Consignor refuses by a notice in writing to accept changes of the Pricelist and/or the Postal Terms and Conditions, this Agreement will also be terminated by this notice of refusal of such changes. The period of notice will start running on the day of delivery of the notice to ČP and will end as of the effective date of the changes of the Pricelist and/or the Postal Terms and Conditions. The notice must be delivered to ČP before the effective date of the changes. Notices of termination or of refusal of changes of the Postal Terms and Conditions and/or the Pricelist must be made by the Consignor in writing, the Consignor's signature attached to them must be legalised or attached before a ČP employee, and they must be delivered to ČP in person, by post, by courier or in another agreed way enabling transportation or transmission and provable delivery. ČP and the Consignor may also agree that notices of termination or of refusal of changes will be delivered by fax or email.
- 5.2 ČP reserves the right to withdraw from this Agreement if the Consignor fails to observe the agreed conditions despite warning. ČP shall send a notice warning the Consignor to the last known address of the latter and the Consignor 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 Consignor or at any time while it lasts. In such case the Consignor will not be granted an additional 15-day 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 shall not be returned, and the Consignor shall pay the price for services provided by ČP until the withdrawal.
- 5.3 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.
- 5.4 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.
- 5.5 This Agreement is made in 2 (in words: two) counterparts with the force of an original, each Party shall obtain one counterpart.
- 5.6 The rights and duties arising from this Agreement for each Party shall pass onto their legal successors.
- 5.7 Relationships which are not regulated by this Agreement are governed by valid laws of the Czech Republic.
- 5.8 The Parties have agreed that the local court at the place of ČP's registered office will have the jurisdiction over any disputes.
- 5.9 The Consignor proves the authorisation to sign this Agreement by:
- valid certificate of incorporation (original or legalised copy),

- 5.10 This Agreement takes effect on the day of its signature by both Parties. Services and payments mentioned in this Agreement and provided from 01.01.2016 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.
- 5.11 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.

Annex:

Annex No. 1 - Recommended Address Formats of Commercial Letter Consignments.

Annex No. 2 - Price of Commercial Letter Services for the Period from 01.01.2016 to 31.12.2016.



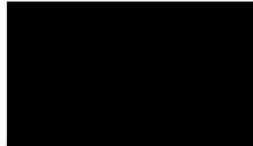
Česká pošta

Agreement on the Conditions for Posting Commercial Letter Consignments
No. 2016 / 0123

In Prague on 3.3.2016

In Upplands Väsby on 28/1 2016

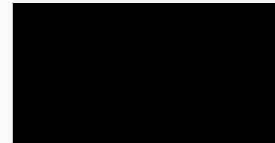
On behalf of ČP:



On behalf of the Consignor:



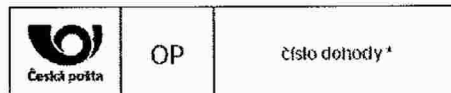
Jiří Štráberger
Director of Corporate Sales Section



Annex No. 1 – Recommended Address Formats of Commercial Letter Consignments

- Domestic unregistered Commercial Letter Consignments

OKNOPLAST a.s.
Nám. Svobody 45
460 15 Liberec 15



Jan Novák
Slezská 26
120 00 Praha 2



Annex No. 2 - Price of Commercial Letter Services agreed for a period from 01.01.2016 to 31.12.2016

1.1

1.2

1.3

1.4

1.4.1

1.4.2

1.5

1.6

1.7

1.8

1.9

In Prague on 3.3.2016

In Upplands Väsby on 28/1 2016

On behalf of ČP:



On behalf of the Consignor:



Jiří Štráberger
Director of Corporate Sales Section

