

General Business Terms and Conditions for Contractual Clients – Balíkovna
(former name General Business Terms and Conditions for Contractual Clients – Parcel Consignments)

1. General provisions

- 1.1 These General Business Terms and Conditions for Contractual Clients – Balíkovna (**hereinafter referred to as “these GBTCsB”**) regulate the relationship between entrepreneurs or legal entities (**hereinafter referred to as “the Client”**) and Česká pošta, s.p., a company having its registered office located at Politických vězňů 909/4, 225 99, Prague 1, business registration number: 47114983, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565, (**hereinafter referred to as “the Provider”**) in the course of performance of the Agreement on the Conditions for Posting Parcel Consignments or the Framework Agreement on the Posting of Parcels (or, if applicable, a similar framework agreement for the provision of the agreed services made by the Client and the Provider, if so agreed between them) (**hereinafter referred to as “the Agreement”**).

As part of the performance of the Agreement, postal services as well as other services of a nature other than postal services (**both postal services and other services are hereinafter collectively referred to as “the services”**) will be provided. A detailed specification of the services (such as, definition, price, conditions of provision) is included in [Postal Terms and Conditions – General Terms and Conditions for the Provision of Services](#) (**hereinafter referred to as “the GTCPSs”**).

- 1.2 These GBTCsB apply to those services that are provided as part of or in connection with the following products (including any selected related additional services):

- a) Balíkovna
- b) Balíkovna na adresu
- c) Balíkovna – Return of Goods

which are defined in detail in [Annex B to the GTCPSs \(Business Products\)](#) and which are intended by their nature for businesses.

- 1.3 The following services may only be provided if expressly agreed in the Agreement:

- Balíkovna – Return of Goods (Art. 5 of these GBTCsB)
- Parcel Collection from Sender (Pickup) (Art. 6 of these GBTCsB)
- Holding of Undelivered Parcels (Art. 7 of these GBTCsB)

- 1.4 Unless it is agreed otherwise in the Agreement, these GBTCsB do not apply to products which are by their nature intended for retail (end) customers and which are defined in [Annex A to the GTCPSs \(Retail Products\)](#).

- 1.5 The Agreement and these GBTCsB include the terms and conditions for the provision of postal services under the individual postal contracts made under the Agreement, which are agreed differently from the [GTCPSs](#), all in accordance with the Act No. 29/2000 Coll., on postal services, as amended (**hereinafter referred to as “the Postal Services Act”**).

In the case of any inconsistency between individual documents,

- the provisions in the Agreement prevail over the provisions of these GBTCsB,
- the Agreement and these GBTCsB prevail for the Client over the [GTCPSs](#), with the exception of those provisions that may not be deviated from,
- any relationships that are not regulated by the Agreement and/or these GBTCsB are governed by the [GTCPSs](#),
- any relationships that are not regulated by the Agreement, these GBTCsB and/or the [GTCPSs](#) are governed by the Postal Services Act, the Civil Code, and the law of the Czech Republic.

2. Interpretation of terms

- 2.1 For the purposes of these GBTCsB and the Agreement:

- The [GTCPSs](#) is a document of the Provider which has the nature of postal terms and conditions in the meaning of the Postal Services Act and regulates the provision of postal services as part of the individual products agreed in the framework of the Agreement. They serve as business terms and conditions for any other services which do not have the nature of postal services. The rights and duties are governed by the [GTCPSs](#) valid as of the date of provision of the services, with the date of posting of the parcel being considered as the date of the provision of service for postal services.
- The **Client** is the entity that has entered with the Provider into an Agreement under which parcels are posted whose Sender is either the entity or a third party, unless it is agreed otherwise in the Agreement,
- The **Parties to the Agreement** are the Client and the Provider,
- The **Parcel** is a parcel consignment posted under the Agreement as part of the selected product,
- The **Pricelist** is a part (annex) of the [GTCPSs](#), which sets the prices of individual products (including related additional services, charges and surcharges) and further services specified in these GBTCsB, valid as of the date of provision of the given service, with the date of posting of the parcel being considered as the date of the provision of service for postal services. Unless it is specified otherwise in the Agreement, is the [Pricelist is Annex E to the GTCPSs \(Business Pricelist\)](#). In the case of any discrepancy, the prices specified in the [Pricelist](#) prevail over the prices specified in the general [Pricelist for Czech Post's services](#),
- The **Price Annex** is an annex to the Agreement containing individual price terms for the services provided under the terms and conditions of the Agreement, which may be set differently from the [Pricelist](#),

- The **List of Locations and Contact Information** (*hereinafter referred to as “the List of Locations”*) is an unnumbered annex to the Agreement containing detailed information for the performance of the Agreement, in particular the contact details of the Parties to the Agreement, technological numbers under which parcel can be posted under the Agreement, and the posting options (at drop-off locations or by means of orders for the Parcel Collection from Sender service). The current form of the List of Locations is available on the Provider's website at [Documents for download | Balíkovna](#).

2.2 If any term is not defined in Art. 2.1, its meaning will be derived from its interpretation elsewhere in these GBTCsB. If a term is not defined in these GBTCsB, its meaning will be derived from the definitions contained in the [GTCPSSs](#), the Postal Services Act, the Civil Code, or from its established use in commercial practice and/or in the provision of postal services.

3. Preparation of parcels for posting, and posting data

- 3.1 The Client is obliged to submit to the Provider posting data for the parcels via the Online Posting (POL) application or the API interface.
- 3.2 The Client has to submit the posting data for the parcels at the latest together with the posted parcels; the standard and expected procedure ensuring clarity and speed of matching is the provision of data on the day of posting the related parcels. If the Client does not provide posting data to the Provider, the Provider is entitled not to accept the parcels until the posting data have been provided. The Provider has the right to return parcels for which it has not received posting data back to the Client. The provided posting data must be complete and correspond to the parcels handed over for posting. If the Client posts parcels under the Agreement at a price set on the basis of the size parameters S, M, L, XL, the posting data for the parcels must include the corresponding size parameter S, M, L or XL.
- 3.3 The Client (or a third party as the Sender) is obliged to affix address labels to the parcels being posted and, when printing them, to follow the Provider's instructions contained in the documents:

- **Parcel barcoding instructions for contractual consignors,**
- **ADDRESS LABEL Printing Instructions,**

which are available in electronic form on the Provider's website at [Documents for download | Balíkovna](#). If the address label is provided with a barcode and a transcription of the posting number that does not comply with the above instructions, the Provider has the right to refuse acceptance of the parcel.

The procedure of posting parcels under the product Balíkovna – Return of Goods follows the relevant provisions contained in [Annex B to the GTCPSSs \(Business Products\)](#).

4. Posting of parcels

- 4.1 Parcel posting may be carried out

- At the Provider's agreed location (drop-off location),
- Through selected Non-Post Office Balíkovna locations and AlzaBoxes when using the additional service Posting in the Partner Network, if made available by the Provider,
- Through the Parcel Collection from Sender service, if agreed in the Agreement.

More detailed information on drop-off locations, the structure and conditions of posting, the use of services for posting and relevant contact details is provided in the List of Locations.

4.2 The Parties to the Agreement will complete the List of Locations during negotiations on the conditions of the Agreement. They will subsequently confirm the completed form as of the day of signing the Agreement. The Parties to the Agreement agree to proceed in accordance with the information contained in the List of Outlets and keep all information accurate and valid.

4.3 If so specified in the List of Outlets, contact details as well as the structure and conditions for posting of parcels will be specified in the Information Card form that will be completed by the Parties to the Agreement. They will subsequently confirm the completed Information Card form as of the day of signing the Agreement. The current form of the Information Card is available on the Provider's website at [Documents for download | Balíkovna](#). The Parties to the Agreement agree to proceed in accordance with the information contained in the Information Card and keep all information accurate and valid.

4.4 Posting of parcels with the additional service “Posting in the Partner Network” through selected Non-Post Office Balíkovna locations and AlzaBoxes will be carried out only on the basis of the Client's request to be allowed to use this additional service; the Provider is not obliged to grant this request. If the Provider grants this request, it will make the option of posting in this manner available to the Client in the Online Posting application.

4.5 The Parcel Collection from Sender service is described in Art. 6 of these GBTCsB.

4.6 The posting options under Art. 4.1 may be used for posting parcels, if available to the Sender.

4.7 Posting will be confirmed in the List of Consignments Posted, which will be prepared by the Provider on the basis of posting data provided in accordance with Art. 3.1. The List of Consignments Posted serves as the posting certificate.

5. Balíkovna – Return of Goods

5.1 Services under the product Balíkovna – Return of Goods may be provided if so expressly agreed in the Agreement. This product makes it possible for third parties as Senders to post a parcel addressed to the Client.

5.2 Return codes will be provided to the Clients for the purpose of carrying out the posting. The Client will pay for all parcels posted with the relevant return codes.

5.3 The Client is obliged to inform the Senders of Balíkovna – Return of Goods parcels in writing about the manner of posting the parcels in accordance with the [GTCPSSs](#) and to provide the Senders with the return codes.

6. Parcel Collection from Sender (Pickup)

- 6.1 On the basis of an express provision in the Agreement, the Provider will provide the service “Parcel Collection from Sender”, consisting of collecting parcels at agreed locations (hereinafter referred to as “the handover points”) and arranging their transfer to the drop-off location. For collecting parcels, the Provider will charge the Client the price according to the [Pricelist](#) valid on the day the service is provided.
- 6.2 The Provider will collect the parcels at the handover points
- regularly on the agreed working days and time intervals, or
 - irregularly after a previous written Order.

The current form of the Order is available on the Provider's website at [Documents for download | Balíkovna](#). If the Parcel Collection from Sender service is carried out irregularly, i.e. on working days and in time intervals that are not specified in advance, the Provider will arrange collection of parcels on the basis of a telephone order, provided that the expected volume of parcels for collection is communicated.

- 6.3 The Client is obliged to provide conditions for smooth loading of parcels into the Provider's van after its arrival. The parcels must be prepared immediately adjacent to the van parking place. The Provider will not be obliged to wait for the handover of parcels for more than 15 minutes. Loading will be carried out by the Provider's workers.
- 6.4 The Provider's worker will not be required to verify the authority of the person handing over the parcels. Together with this person, he will complete the document titled “Certificate of Acceptance of Consignments from Sender” or “List of Consignments”, which both parties will confirm by signature. These documents will not constitute a posting certificate.
- 6.5 The posting certificate (i.e. the List of Consignments Posted) confirmed upon posting of the parcels will be returned by the Provider to the Client no later than at the next collection of a parcel from the handover point at which the relevant parcels were collected. If parcels are collected from the Client's handover point less than three times per week, the confirmed posting certificate will be delivered to the Client at the relevant handover point by the Provider's worker responsible for that handover point, during his regular service.
- 6.6 The Client may not hand over parcels whose contents are not permitted under the [GTCPSSs](#), nor parcels whose value exceeds CZK 150,000. The dimensions, weight and manner of preparation of the parcels prepared for collection have to comply with the [GTCPSSs](#) applicable to the relevant service. The Client has to have the parcels packed so as to prevent any damage or part loss of the parcels during their transport to the posting place. Where consignments are handed over on pallets or in cages, the procedure has to follow [Annex F to the GTCPSSs \(Packaging Requirements\)](#).
- 6.7 Requests for collection of more than the agreed ordinary volume of parcels or of parcels longer than 180 cm or having a sum of all three dimensions (length, width, height) greater than 240 cm (parcels with a shape other than rectangular are to be treated similarly) have to be made by

the Client at least 24 hours before the required collection time, by a phone call to the relevant posting place for the given handover point specified in the signed Agreement. If this information duty is not fulfilled, the posting of a higher volume of parcels, or the posting of parcels with non-standard dimensions, will be treated as an extraordinary drive by the Provider and charged at the rate applicable to a failed attempt under the [Pricelist](#) valid on the day the service is provided.

- 6.1 The Client will pay separately for the use of the Parcel Collection from Sender service when it is carried out outside the mutually agreed working days and time intervals under Art. **Chyba! Nenalezen zdroj odkazů.** In this case, the collection of parcels will be treated as an extraordinary drive by the Provider and charged at the rate applicable to a failed attempt under the [Pricelist](#) valid on the day the service is provided.
- 6.2 If the Client has agreed on a collection drive but has not a single parcel to be collected, the Client is obliged to call the contact telephone number specified for this purpose in the List of Locations and cancel the collection drive at least 24 hours before the drive. If the collection drive is not cancelled, the drive will be considered as a failed attempt charged according to the [Pricelist](#) valid as of the day when the service is provided.

7. Services for Returned Parcels

- 7.1 On the basis of an express arrangement in the Agreement, the Provider may provide the Client with services relating to parcels that have not been successfully delivered to the Addressee or are delivered through the Balíkovna – Return of Goods product.
- 7.2 When the “Holding” service is used, the parcels will not be returned or delivered to the Client or the Sender, but held for collection at the location specified in the Agreement. This service will be charged as “Holding – Monthly Flat Rate for Pallet Space” under the [Pricelist](#) valid on the day the service is provided, with further conditions set out in the Agreement.
- 7.3 Together with the service under Art. 7.2, the service “Consolidation of Returned Parcels” may be arranged, under which parcels designated for collection by the Provider will be consolidated or otherwise prepared to facilitate handling and transport. This service will be charged as “Consolidation of Returned Parcels” under the [Pricelist](#) valid on the day the service is provided, with further conditions set out in the Agreement.

8. Cash on Delivery

- 8.1 The additional service Cash on Delivery is available in two options for parcels posted under the Agreement:
- COD – Remittance
 - No-Card Cash on Delivery.
- 8.2 When the COD – Remittance option is chosen, the Client will enter in the posting data the bank account number to which the individual COD payments received by the Provider from the Addressee will be remitted.
- 8.3 When the No-Card Cash on Delivery option is chosen, the Parties to the Agreement will complete (in paper form in three counterparts or electronically) the Registration Form

for No-Card Cash on Delivery (hereinafter referred to as “the Registration Form”), in which the Client will specify a unique bank account at a financial institution to which the collected COD payments will be transferred, or may, if using multiple technological numbers for posting parcels, specify one account for each technological number. The completed wording of the Registration Form will be mutually confirmed by the Parties to the Agreement on the date of conclusion of the Agreement by signature (including electronic signature in the form and security level required for signing the Agreement). The Parties to the Agreement agree to act in accordance with the information contained in the Registration Form and to keep all data accurate and valid.

- 8.4 Any change to the data contained in the Registration Form will require prior mutual approval. Until the new content of the Registration Form is approved by signature of both Parties to the Agreement, the existing wording will remain in force.
- 8.5 Within the No-Card Cash on Delivery service, the Registration Form may specify a cumulative credit, which will allow the collected COD payments to be remitted in a single daily batch rather than item by item. Under the cumulative credit, the Provider will electronically transmit a file containing an itemised breakdown of the individual No-Card Cash on Delivery payments, encrypted with the CRYPTA encryption programme (all information available on the Provider's website at <https://www.postsignum.cz/sifrovani.html>). Encoding safeguards the file against unauthorised handling of data saved in the file.

The Client is obliged to obtain a CRYPTA technological certificate (provided free of charge). Cumulative payments to the Client's account will start after the Client receives a CRYPTA technological certificate; until then payments will be made on an individual basis. Unauthorised sums of money transferred to the Client's account will be forthwith returned by the Client to the Provider.

9. Price and manner of its payment

- 9.1 The price of services (and additional services for the products, if any) is set in the [Pricelist](#) valid as of the date of provision of the service.
- Surcharges may be added to the price, or discounts applied, in the amounts set out in the [Pricelist](#), provided that the conditions for their addition or application are met.
- 9.2 The price under Art. 9.1, including the methodology for surcharges and discounts, may be agreed differently on the basis of an individual price term set out in the Agreement or contained in a price annex forming an integral part of the Agreement.
- 9.3 If the Client has concluded an Agreement with a Price Annex setting the price for services provided under the Agreement, the price specified in the Price Annex will not apply if the Client has complied with the conditions of a marketing event (discount) announced by the Provider and the price set by the Provider for the marketing event is lower than the price set in the Price Annex. In such a case, the price set by the Provider for the marketing event will take precedence over the price stated in the price annex. Notification of a marketing event (and, where applicable, the conditions under which the Client is entitled to

participate in the event) may be made by electronic communication, and as a unilateral granting of a discount on the price, the event is not subject to the conclusion of an amendment to the Agreement.

- 9.4 The price for the services agreed in the Agreement will be paid by the Client on the basis of a tax document – invoice, unless a different method is agreed in the Agreement.
- 9.5 If the Agreement provides that invoices are to be sent to the Client electronically by e-mail, the Provider's e-mail address for sending invoices to the Client is: bs.ucto.fakturaceceskaposta@cpost.cz.
- 9.6 If the Client defaults on payment of the price of the services agreed in the Agreement, the Client will pay default statutory interest at a rate set out by 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, and on regulation of certain matters of the Commercial Bulletin and public registered of legal entities and natural persons, as amended.
- 9.7 If the Client defaults on his debts owed to the Provider within the maturity period set in the Agreement, the Provider reserves the right, during the period of the Client's default on his debts, either to refuse to accept parcels according to the Agreement or to accept parcels according to the Agreement on condition that they are posted at a posting place designated by the Provider and paid for in cash in advance.

10. Advance Payment

- 10.1 If the Agreement provides for an advance payment (hereinafter referred to as “the Advance”), the Client will be obliged, before the first posting of parcels under the conditions of the Agreement, to transfer the Advance to the Provider's account in the amount specified in the Agreement.
- 10.2 The amount paid as the Advance, or any part of it, may be used by the Provider during the term of the Agreement to settle any outstanding debt of the Client towards the Provider that has not been paid by its due date.
- 10.3 If the Advance, or any part of it, is used to settle the Client's debt, the Provider will inform the Client of this, and the Client will be obliged to replenish the Advance to the originally agreed amount within 15 days. If the Client is in delay with replenishing the Advance, the Provider reserves the right not to accept parcels under the conditions of the Agreement, or to accept parcels under the conditions of the Agreement on posting parcels at a posting place designated by the Provider and payment in cash in advance.
- 10.4 If the average monthly total of prices for services provided under the Agreement (calculated from the totals of prices for the last three consecutive calendar months) exceeds two thirds of the agreed amount of the Advance, the Client will be obliged, upon the Provider's request, to replenish the Advance within 15 days to an amount equal to 1.5 times the determined average monthly total of prices for services provided under the Agreement.
- 10.5 The Provider reserves the right not to accept parcels under the conditions of the Agreement if the Advance clearly does

not cover the price of services provided to the Client in the relevant billing period.

- 10.6 Upon termination of the Agreement, the unused portion of the Advance will be returned to the Client within 30 days from the due date of the last invoice issued by the Provider for performance provided under the Agreement. Before returning the Advance, the Provider will be entitled to deduct from it an amount corresponding to all due and unpaid debts of the Client towards the Provider.
- 10.7 Upon termination of the Agreement, a written settlement of the Advance will be prepared within 15 days after the expiry of the period for returning the Advance under Art. 10.6, and will be presented to the Client.

11. Claims procedure and claims for compensation for damage

- 11.1 The Agreement may provide for a claims procedure and/or the claims for compensation for damage procedure that differs from the provisions of the [GTCPSs](#).
- 11.2 The agreed procedure must not contradict the relevant legal regulations of Czech law and must not restrict the rights of the Sender or the Addressee arising from mandatory provisions of the law.

12. Personal data protection

- 12.1 As a provider of postal services or further services, the Provider acts in the capacity of a personal data controller in the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Information on the processing of personal data and contact details of the Data Protection Officer are included in the document [Personal Data Protection Policy – GDPR](#) available on the Provider's website at [Law and GDPR](#).
- 12.2 The Provider as the data controller processes the personal details of the Client (if the Client is an individual) and the personal details of his contact persons provided in the Agreement 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 a longer period justified by valid legal regulations.
- 12.3 The Provider expressly informs the Client that his identification data and information about matters related to his solvency, payment morale, and creditworthiness may be kept in information databases on consumer solvency and creditworthiness in the meaning of section 20z *et seq.* of the Act No. 634/1992 Coll., on consumer protection, as amended. Detailed information about the transfer of personal data and the relevant registers is available on the Provider's website at [Law and GDPR](#).
- 12.4 By accepting these GBTCsB, the Client grants to the Provider explicit consent to:
- receive commercial communications regarding the Provider's products and services,
 - be approached for the Provider's marketing surveys.

This consent applies exclusively to the above-mentioned purposes and may not be used for any other handling of the Client's personal data. The Client's personal data will therefore be used solely for the purposes specified in this section of these GBTCsB. The consent granted under this section of these GBTCsB may be withdrawn by the Client at any time.

13. Confidentiality

- 13.1 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 the Agreement, trade secrets are mainly information about the existing contractual relationships between the Parties, 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.
- 13.2 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).
- 13.3 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 the Agreement in accordance with the purpose specified in the Agreement.
- 13.4 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 the Provider 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.
- 13.5 The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by the Agreement.

14. Alterations of the Agreement

- 14.1 Unless it is specified otherwise, the Agreement may be altered only by amendments to the Agreement, made in writing, numbered in ascending order and signed by both Parties to the Agreement.
- 14.2 The Provider is entitled to decide to discontinue certain products or services from its portfolio and thereby terminate their provision under this Agreement. The Provider is obliged to inform the Client of the discontinuation of such products or services by publishing a notice on its website at www.balikovna.cz at least 30 days in advance. The

duration of the Agreement in relation to the remaining services and products provided will not be affected thereby.

- 14.3 The Provider is entitled to make alterations, cancellations or additions to the provisions of these GBTCsB and the [GTCPsS](#). Details of such alterations are set out in the Agreement.
- 14.4 The Provider is entitled to unilaterally change the internet address at which these GBTCsB, the [Pricelist](#) and the [GTCPsS](#) are available, provided that the Provider informs the Client of such change at least 30 days before the effective date of the change. The Provider is likewise entitled to make changes to the format of the document templates set out in these GBTCsB, and will inform the Client of such changes on its website or in another similar manner.
- 14.5 The Parties to the Agreement are obliged to regularly update their identification details and contact details stated in the Agreement, the List of Locations or other documents related to the provision of services under the Agreement. A change of the bank account for the remittance of cash-on-delivery payments is not regarded as a change of identification or contact details.
- 14.6 Unless otherwise provided, the changes under Art. 9.3 and Art. 14.2 to 14.5 do not require an amendment to the Agreement. Other changes not requiring an amendment are defined in the Agreement.
- 14.7 Unless otherwise provided, electronic communication will be used for notifying changes that do not require an amendment to the Agreement. For such communication, the following will be used primarily:
- On the Provider's side, the e-mail address of the contact person for the commercial department stated in the List of Locations, or addresses used for bulk communication with clients,
 - On the Client's side, the e-mail address provided for the purposes of concluding the Agreement.

Notification of a change from another e-mail address does not render such notification ineffective, in particular if the e-mail address (domain) belongs to the relevant Party to the Agreement and/or if the content of the message is clearly attributable to the Agreement.

In case of doubt, the recipient of the e-mail message is entitled to verify its authenticity with persons authorised to act on behalf of the relevant Party to the Agreement. This may be done especially where the address or content of the e-mail raises suspicion of fraudulent conduct or a cyber threat.

- 14.8 The Client must inform the Provider in advance, in a demonstrable manner, of any change in circumstances necessary for determining the tax regime, in particular the place of performance. If the Client fails to comply with this obligation, the Client bears full liability for any damage that may arise as a result of such omission and undertakes to compensate it. An amendment to the Agreement will be executed in respect of such change.

15. Termination of the Agreement

- 15.1 Either Party to the Agreement may terminate the 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. A notice of termination must be made in writing.

- 15.2 If the User refuses by a notice in writing to accept changes of the [GTCPsS](#) and/or these GBTCsB, the 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 the Provider and will end as of the effective date of the changes of the relevant document. The notice must be delivered to the Provider before the effective date of the changes. Notices of termination or of refusal of changes must be made by the Client in writing.
- 15.3 The Provider reserves the right to withdraw from the Agreement if the Client fails to observe the agreed conditions despite warning. The Provider will send a written notice warning the Client to the last known address of the latter and the Client will be obliged to remedy the identified defects within a 15-day period. If this period expires in vain, the Provider will be entitled to withdraw from this Agreement.

The Provider may also withdraw from the Agreement if an insolvency procedure is started against the Client or at any time while it lasts. In such case, the Client will not be granted an additional 15-day period and the Provider will be entitled to withdraw from the 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 becomes effective will not be returned, and the Client will be obliged to pay the price for all services provided by the Provider until the withdrawal.

- 15.4 If, after termination of the Agreement, the Client continues to use the Provider's systems, in particular those used for submitting parcel data, such data will be regarded as data for the posting of a parcel under the conditions of the [GTCPsS](#) and the applicable [Annex D to the GTCPsS \(Retail Pricelist\)](#), i.e. the provisions of the Agreement and these GBTCsB will not apply to such posting.

16. Other provisions

- 16.1 If the Client uses more than one type of products (Balíkovna and Balíkovna na adresu) under the Agreement, he agrees as part of his business activities to offer his customers a choice of all these services agreed in the Agreement along with an exact service description and name.
- 16.2 The Provider is not obliged to enter into a postal contract in the meaning of sections 4 and 5 of the Postal Service Act whose subject-matter would be delivery of parcels sent through another postal operator. The Client acknowledges that if he posts parcels with the Provider and intentionally does not inform the Provider about the fact that any of the posted parcels come from another postal operator, he can thereby cause a damage to the Provider and commit fraud.
- 16.3 The Client is obliged to inform the Provider about any parcels received by him or coming from any postal operator other than the Provider and identify the operator. The Client is released from his duty to inform the Provider under the previous sentence in respect of any parcels coming from any postal operator other than the Provider if, on request from the Provider, he proves that he has received them

from a third party other than a postal operator; that he has informed this party about his duty under the first sentence of this subclause; and, if the parcels have been received or come from another postal operator, that he has imposed the duty to inform the Client about it. If the Client becomes aware that the information received from a third party other than a postal operator about the origin of the parcels is false, he is obliged to inform the Provider as required under the first sentence of this subclause.

- 16.4 If the Client intentionally breaches his duty to inform the Provider about any parcels received or coming from any postal operator other than the Provider and/or identify such operator, the Client is obliged to pay to the Provider a contractual fine of CZK 100 for each parcel in respect of which this duty has been breached.

17. Closing provisions

- 17.1 The Provider is entitled to unilaterally transfer its rights and duties under the Agreement to its subsidiaries or other third parties. The Provider will be obliged to inform the Client about the change by publishing the information on the Provider's website at www.balikovna.cz at least 30 days in advance.
- 17.2 The rights and duties arising from the Agreement for each Party will pass onto their legal successors.
- 17.3 If any provision of the Agreement is fully or partially invalid or if any matter is not regulated by the Agreement, this does not affect the remaining provisions of the Agreement.
- 17.4 If the [GTCPs](#) or the Agreement contains terms different from those in these GBTCsB, such inconsistency does not render those documents invalid. The terms will always be assessed and interpreted according to their meaning.

For the avoidance of doubt, it is stated that, as part of the Provider's terminology harmonisation, conceptual discrepancies may appear in different versions of these GBTCsB or in the Agreement, and that the following terms have the same meaning: User/Client, Consignment/Parcel, service price/product price, No-Card COD or COD – Remittance/COD, post office/Post Office Balíkovna, Balíkovna Partner/Non-Post Office Balíkovna.

- 17.5 These GBTCsB take effect on 01 July 2026, and the Provider reserves the right to alter, amend, or cancel them by issuing new GBTCsB.