

# BUSINESS TERMS AND CONDITIONS FOR HIGHWAY STICKER ORDERS

## Fundamental provisions

The following Business Terms and Conditions (hereinafter referred to as “these BTCs”) for sales of two-part vouchers demonstrating the payment of a toll fee for unlimited use of toll roads in the Czech Republic for motor vehicles weighing up to 3.5 tons (hereinafter referred to as “highway stickers” or “HSs”) apply to email and online orders placed through PostFila, Prague.

## 1. Domestic orders

### 1.1. The Parties

#### 1. The Seller:

Česká pošta, s.p., with the registered office at Prague 1, Politických vězňů 909/4, postcode: 225 99, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565,

Company registration number (IČO): 47 11 49 83,

Tax identification number (DIČ): CZ47 11 49 83

(hereinafter referred to as “the Seller”).

#### 2. The Buyer:

The Buyer is an individual or legal person identified as such in duly completed order forms and placing a highway sticker order pursuant to these BTCs (hereinafter referred to as “the Buyer”).

### 1.2. Placing an order

#### 1.2.1. One-off written/email orders

1. The Buyer will place an order for delivery of Czech HSs using the “Highway Sticker Sale Contract” form, which is available on the website of Česká pošta, s.p. or on request from PostFila.
2. The Buyer will either personally deliver or send the completed form by post to the address Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, 170 24 Prague 7 or by email to the address [dalnicnikupony@cpost.cz](mailto:dalnicnikupony@cpost.cz).
3. Order forms for monthly or 10-day HSs must include the HS validity start date that is to be indicated by the Seller on the HSs. If the Buyer does not provide the HS validity start date within 2 working days from the Seller’s written notice, the order for the relevant HSs will be cancelled.

### 1.2.2. Online orders

1. The Buyer can order stamps via the online ordering system without registration. Alternatively, the Buyer can log into the system using the user name and password set at the first registration in the online system for stamp orders on the website of Česká pošta, s.p
2. The contractual relationship will be created at the moment of acceptance of the duly completed order form sent online through the Seller's website.
3. **The maximum quantity of HSs** ordered by one online order form is **33**.
4. The Buyer must specify the manner of payment of the total selling price: online card payment or bank button via payment gateway. This specification cannot be changed later. If the Buyer specifies online card payment or bank button, he will be directed to the payment gateway to make the payment.
5. After the submission of the online order form, the system will automatically generate a confirmation of receipt of the order form; the confirmation only informs the customer that the order form has been received by the system and submitted for handling. A confirmation of the receipt of payment will be sent to the Buyer as soon as the payment via the payment gateway is made.
6. The Seller reserves the right to refuse the offer to enter into a contract of sale, also in part, if the ordered HSs are not available.

### 1.3. Price

1. The selling price of HSs is their face value.
2. A handling fee specified in the table below will be charged for HSs sent by post to a destination in the Czech Republic:

Quantity of HSs sent by post	Handling fee (CZK) inclusive of VAT
1–3	60
4–50	110
51–250	420
251–500	910

3. The Buyer becomes entitled to receive the HSs from the Seller when the selling price for the HSs - plus the handling fee in the case of HSs sent by post - is paid.

### 1.4. Delivery

#### 1.4.1. Delivery and payment conditions for one-off written/email order of HSs

1. Based on the order/contract, the Seller will issue to the Buyer an advance/pro-forma invoice for the total HS value - plus the handling fee in the case of HSs sent by post.
2. The HSs will be delivered to the Buyer after the amount identified in the advance/pro-forma invoice has been paid by cash or credited to the Seller's account 261822395/0300 with the advance/pro-forma invoice number used as the variable symbol (payment reference number) and 308 used as the

constant symbol. Invoices will be issued after the payment of the total selling price, i.e. after the selling price has been credited to the Seller's account or paid by cash to PostFila's cashier.

3. If the selling price identified in the advance/pro-forma invoice is not paid within 30 calendar days from the invoicing date, the contract will be cancelled and the Seller will treat it as if it had never been entered into.
4. The Seller will deliver the HSs to the Buyer after the payment of the price identified in the advance/pro-forma invoice either at PostFila's address or by post at the Buyer's address specified in the order form. The Buyer must specify the manner of delivery in the order form.
5. 2 (two) working days from payment of the selling price, the HSs will be ready for pickup at PostFila's address on working days, Mon, Tue, Thu from 6:30 a.m. to 2:30 p.m., Wed from 7:30 a.m. to 7 p.m., Fri from 7:30 a.m. to 2 p.m., except for every last working day of the current month; or sent by post as Insured Letter or Insured Parcel to the Buyer's address.

#### **1.4.2. Delivery of HSs ordered online**

1. HSs ordered online will be delivered by Insured Letter or Insured Parcel as soon as possible depending on their availability and Seller's operating capacity, as a rule within 5 working days from acceptance of the order and payment for the HSs.
2. Each consignment with ordered HSs contains the relevant invoice.

### **1.5. Protection of the Buyer's personal data**

1. The Seller as the administrator processes the personal details of the Buyer (if the Buyer is an individual) and the personal details of third parties provided by the Client to the Seller (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes connected with the fulfilment of the order and delivery of the HSs, for the duration of this Agreement, or for the purposes resulting from legal regulations for a period longer than justified by such legal regulations. Accordingly, the Client is obliged to inform the individuals whose personal data is transmitted for the purposes related to the purchase of the HSs.
2. With the exception stated in the paragraph 1 of this article of the Business Terms and Conditions, the Buyer does not provide the Seller with any other personal data together with the Order Form.
3. The Seller will further process the address details and email address for the purpose of sending its offer of sales and services as well as sending commercial statements. If the data subject does not consent to any processing mentioned in this paragraph, the data subject has the right to file an objection against such processing.
4. Further information related to the processing of personal data by the Seller is contained in the current version of the Information on the Processing of Personal Data available on the Seller's website at [www.ceskaposta.cz](http://www.ceskaposta.cz).

### **1.6. The Buyer's rights due to defective performance**

1. Unless hidden defects are concerned, complaints about the quantity and quality of HSs picked up in person will not be accepted.

2. A hidden defect means either a misprint or missing print on the reverse adhesive side. A defective HS also means a HS:
  - a) that cannot be detached from the paper membrane;
  - b) whose paper membrane is partially or completely torn and cannot be detached from the sticker;
  - c) that has been partially or completely torn due to the high-strength bond of the adhesive to the paper membrane during detachment.
3. Any complaints about the quantity of HSs delivered by post must be submitted by the Buyer to the Seller in writing (by email) within two working days from acceptance of the consignment.
4. Unless hidden defects as specified in Art. 1.6.2 above are concerned, any complaints about the quality of HSs delivered by post must be submitted by the Buyer in writing (by email) at the latest within 7 calendar days from acceptance of the consignment. Any complaints about hidden defects must be submitted by the Buyer as soon as they are found.
5. A defective HS will only be replaced if both parts of the HS are submitted. The Seller is entitled to replace any HSs bought from the Seller and justifiably identified as defective with flawless ones.

## 1.7. Final provisions

1. These BTSs take effect on 15. 5. 2018.
2. If the Buyer is a consumer in the meaning of section 419 of the Civil Code, he hereby acknowledges section 1837(d) of the Civil Code under which it is not possible to apply section 1829 of the Civil Code to performances which consist of delivery of goods modified according to the consumer's wishes.
3. The Buyer and the Seller agree that they will not dispute the validity and binding nature of their mutual electronic communication only on the ground of the electronic format of such communication.
4. The extrajudicial body competent to resolve any consumer disputes resulting from this service between consumers and Česká pošta, s.p. is the relevant Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

## 2. International orders

### 2.1. The Parties

#### 1. The Seller:

Česká pošta, s.p., with the registered office at Prague 1, Politických vězňů 909/4, postcode: 225 99, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565,

Company registration number (IČO): 47 11 49 83

Tax identification number (DIČ): CZ47 11 49 83

(hereinafter referred to as “the Seller”).

#### 1. The Buyer:

The Buyer is an individual or legal person identified as such in duly completed order forms (hereinafter referred to as “the Buyer”).

### 2.1. Placing an order

#### 2.1.1. One-off written/email orders

1. The Buyer will place an order for delivery of Czech HSs using the “Highway Sticker Sale Contract” form, which is available on the website of Česká pošta, s.p. or on request from PostFila.
2. The Buyer will send the completed form by post to the address Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, 170 24 Prague 7 or by email to the address [dalnicnikupony@cpost.cz](mailto:dalnicnikupony@cpost.cz).
3. Order forms for monthly or 10-day HSs must include the HS validity start date that is to be indicated by the Seller on the HSs. If the Buyer does not provide the HS validity start date within 2 working days from the Seller’s written notice, the order for the relevant HSs will be cancelled.

#### 2.1.2. Online orders

1. Foreign orders via the online system can be placed by the Buyer only without registration.
2. The contractual relationship will be created at the moment of acceptance of the duly completed order form sent online through the Seller’s website. The Buyer becomes entitled to receive the HSs from the Seller when the selling price is paid.
3. **The maximum quantity of HSs** ordered by one online order form is **33**.
4. The Buyer must specify the manner of payment of the selling price: online card payment or bank button via payment gateway. This specification cannot be changed later. If the Buyer specifies online card payment or bank button, he will be directed to the payment gateway to make the payment.
5. After the sending of the online order form, the system will automatically generate a confirmation of receipt of the order form; the confirmation only informs the customer that the order form has

been received by the system and submitted for handling. A confirmation of the receipt of payment will be sent to the Buyer as soon as the payment via the payment gateway is made.

- The Seller reserves the right to refuse the offer to enter into a contract of sale, also in part, if the ordered HSs are not available.

## 2.2. Price

- The selling price of HSs is their face value.
- A handling fee specified in the table below will be charged for HSs sent by post to a destination outside the Czech Republic:

Quantity of HSs sent by post	Handling fee (CZK) exclusive of VAT
1–3	150
4–50	320
51–250	1,020
251–500	2,180

- The Buyer becomes entitled to receive the HSs from the Seller when the selling price for the HSs plus the handling fee is paid.
- The price for HSs based on one-off written/email orders or online orders of HSs paid by card or bank button via payment gateway will be charged in Czech crowns (CZK).

## 2.3. Delivery

### 2.3.1. Delivery and payment conditions for one-off written/email order of HSs

- Based on the order/contract, the Seller will issue to the Buyer an advance/pro-forma invoice for the total HS value plus the handling fee.
- The HSs will be delivered to the Buyer after the amount identified in the pro-forma invoice has been credited to the Seller's account 261822395/0300 with the pro-forma invoice number used as the variable symbol (payment reference number) and 308 used as the constant symbol. Invoices will be issued after the payment of the selling price, i.e. after the selling price has been credited to the Seller's account.
- If the selling price identified in the pro-forma invoice is not paid within 30 calendar days from the invoicing date, the contract will be cancelled and the Seller will treat it as if it had never been entered into.
- The Seller will send the HSs to the Buyer by post to the Buyer's address specified in the order form after the payment of the price identified in the pro-forma invoice.
- The Seller will insure the consignment to a value corresponding to the total value of the ordered HSs.

### 2.3.2. Delivery of HSs ordered online

1. HSs ordered online will be delivered by Insured Letter or Insured Parcel as soon as possible depending on their availability and Seller's operating capacity, as a rule within 8 working days from acceptance of the order and payment for the HSs.
2. Each consignment with ordered HSs contains the relevant invoice.
3. The Seller will insure the consignment to a value corresponding to the total value of the ordered HSs.

### 2.4. Protection of the Buyer's personal data

1. The Seller as the administrator processes the personal details of the Buyer (if the Buyer is an individual) and the personal details of third parties provided by the Client to the Seller (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes connected with the fulfilment of the order and delivery of the HSs, for the duration of this Agreement, or for the purposes resulting from legal regulations for a period longer than justified by such legal regulations. Accordingly, the Client is obliged to inform the individuals whose personal data is transmitted for the purposes related to the purchase of the HSs.
2. With the exception stated in the paragraph 1 of this article of the Business Terms and Conditions, the Buyer does not provide the Seller with any other personal data together with the Order Form.
3. The Seller will further process the address details and email address for the purpose of sending its offer of sales and services as well as sending commercial statements. If the data subject does not consent to any processing mentioned in this paragraph, the data subject has the right to file an objection against such processing.
4. Further information related to the processing of personal data by the Seller is contained in the current version of the Information on the Processing of Personal Data available on the Seller's website at [www.ceskaposta.cz](http://www.ceskaposta.cz).

### 2.5. The Buyer's rights due to defective performance

1. A hidden defect means either a misprint or missing print on the reverse adhesive side. A defective HS also means a HS:
  - a) that cannot be detached from the paper membrane;
  - b) whose paper membrane is partially or completely torn and cannot be detached from the sticker;
  - c) that has been partially or completely torn due to the high-strength bond of the adhesive to the paper membrane during detachment.
2. Any complaints about the quantity of HSs delivered by post must be submitted by the Buyer to the Seller in writing (by email) within two working days from acceptance of the consignment.
3. Unless hidden defects as specified in Art. 2.6.1 above are concerned, any complaints about the quality of HSs delivered by post must be submitted by the Buyer in writing (by email) at the latest within 7 calendar days from acceptance of the consignment. Any complaints about hidden defects must be submitted by the Buyer as soon as they are found.



4. A defective HS will only be replaced if both parts of the HS are submitted. The Seller is entitled to replace any HSs bought from the Seller and justifiably identified as defective with flawless ones.

## 2.6. Final provisions

1. These BTSs take effect on May 15<sup>th</sup>, 2018.
2. If the Buyer is a consumer in the meaning of section 419 of the Civil Code, he/she acknowledges section 1837 subsection d) of the Civil Code under which it is not possible to apply section 1829 of the Civil Code to performances which consist of delivery of goods modified according to the consumer's wishes.
3. The Buyer and the Seller agree that they will not dispute the validity and binding nature of their mutual electronic communication only on the ground of the electronic format of such communication.
4. The extrajudicial body competent to resolve any consumer disputes resulting from this service between consumers and Česká pošta, s.p. is the relevant Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).