



# General Business Terms and Conditions for Contractual Clients

## 1. General provisions

- 1.1 These General Business Terms and Conditions for Contractual Clients (hereinafter referred to as “these GBTCs”) regulate the relationship between entrepreneurs or legal entities (hereinafter referred to as “the User”) and Česká pošta, s.p. (hereinafter referred to as “ČP”), a company having its registered office located at Politických vězňů 909/4, 225 99 Prague 1, registration number: 47114983, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565, in the course of performance of the Agreement on the Conditions for Posting Consignments (hereinafter referred to as “the Agreement”).
- 1.2 Any relationships that are not regulated by these GBTCs, the Pricelist, and the Postal Terms and Conditions will be governed by the Act No. 29/2000 Coll., on postal services, as amended (hereinafter referred to as “the Postal Service Act”).

## 2. Definitions of terms

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

- The “User” means the entity that has entered with ČP into the Agreement and posts consignments whose sender is the User or a third party (“sender”);
- The “Sender” means the person designated on the consignment as the sender;
- The “Consignor” means the person that hands over consignments to ČP;
- “Ordinary Consignments” means consignments and services whose posting and delivery is not confirmed by ČP, such as Ordinary Letter, Ordinary Mail, Ordinary Parcel, Domestic and International Ordinary Mail for the Blind, International Ordinary Mail, Ordinary Printed Matter Bag, Domestic and International Registered Mail for the Blind, International Registered Mail, Registered Printed Matter Bag, Domestic and International Insured Letter, Standard Parcel, Domestic and International Insured Parcel, Parcel Delivery To Hand, Parcel Delivery To Post Office, Balíkovna, International Commercial Parcel, Domestic and International EMS;
- “Recorded Consignments” means consignments whose posting is confirmed by ČP and whose delivery is confirmed by the recipient, such as Registered Letter, Registered Packet, Domestic and International Registered Mail for the Blind, International Registered Mail, Registered Printed Matter Bag, Domestic and International Insured Letter, Standard Parcel, Domestic and International Insured Parcel, Parcel Delivery To Hand, Parcel Delivery To Post Office, Balíkovna, International Commercial Parcel, Domestic and International EMS;
- “Posting of Data” means submission of data on posted consignments via the Online Posting (POL) application or the API interface;
- “Posting Certificate” means the List of Consignments Posted with confirmation of consignments posted via the Online Posting (POL) application or the API interface;
- “Consignment” means a consignment posted according to the Agreement;
- “Pricelist” means ČP’s Postal Terms and Conditions – Pricelist of Basic Postal Services and Other Services, valid as of the day of provision of the provided service;
- “Post Office” means outlets operated by ČP or its partners;
- “Pickup Drive” means handover of consignments at a place other than the posting post office and their subsequent transportation to the posting post office;
- “Handover Point” is the place of handover of consignments other than the posting post office;
- “Postage Registration Card” is the form used to confirm the number of consignments handed over for posting;
- “Registration Form” is the form used to confirm the number of consignments with the No-Card Cash on Delivery service;
- “Price Annex” is an annex to the Agreement setting the price for the postal services provided under the Agreement;
- “Basic Postal Services” means Ordinary Letter, Ordinary Mail, Ordinary Parcel, Domestic and International Ordinary Mail for the Blind, International Ordinary Mail, Ordinary Printed Matter Bag, Registered Letter, Registered Packet, Domestic and International Registered Mail for the Blind, International Registered Mail, Registered Printed Matter Bag, Domestic and International Insured Letter, Standard Parcel, Domestic and International Insured Parcel.

## 3. Address labels, barcodes, and address side formats

- 3.1 An address label has to be attached by the User to the following types of consignments: Parcel Delivery To Hand, Parcel Delivery To Post Office, Balíkovna, International Commercial Parcel, Domestic EMS, International EMS, Standard Parcel, International Insured Parcel. The international despatch note is used as the address label for Standard Parcel, Insured Parcel, International EMS consignments. The address label can be printed by the User or provided by ČP. Address label provided by ČP contain the posting number (reference code).



3.2 Address labels printed by the User must be printed in accordance with ČP instructions; the instructions also specify the types of consignments for which an address label may be printed by the User. The following documents must be observed by the User when attaching the address label to the consignment:

- “Česká pošta’s Address Label Printing Instructions and Instructions for Barcoding of Domestic Parcels and RIPM Materials – Bulk Posting”;
- “Instructions for Barcoding of Registered Consignments – Bulk Posting;”
- “Summary Address Side Labelling Instructions for ČP’s Product Portfolio;” and
- “Address Label Printing Instructions.”

The electronic versions of these documents are available on ČP’s website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section “[Advice and information/At posting/Documents and information for contractual partners](#)” (ČP reserves the right to change the instructions unilaterally). Address labels used by the User must contain a barcode and the posting number transcribed in accordance with the above-mentioned instructions; ČP has the right to refuse to accept consignments with an address label containing a barcode and transcribed posting number that are contrary to the above-mentioned requirements.

3.3 Address labels provided by ČP (hereinafter referred to as “ČP’s ALs”) will be given to the User free of charge in the necessary quantity, first after the signature of the Agreement, and then against orders sent by letter or email (phone orders will be accepted in exceptional cases providing they are subsequently confirmed in either of the above-mentioned ways). ČP’s ALs are accountable forms. The User has to follow the “Instructions for the Use of (Paper) Bulk Posting Form and Labelling of Postal and Other Consignments;” an electronic version of these instructions is available on ČP’s website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the Section “Download/Forms/Certificate of Posting forms” (ČP reserves the right to change the instructions unilaterally). The User will ensure the ALs are protected and is liable to ČP for any damage due to their potential abuse. Unused, damaged, or otherwise impaired ČP’s ALs must be returned by the User to ČP without unnecessary delay. The Sender will use the address labels in the ascending order of their posting numbers (the code on each ČP’s address label without the last digit, which is the control one). The User agrees to order ČP’s ALs in a quantity corresponding to the number of consignments to be posted by the User.

3.4 Unless the Postal Terms and Conditions for the relevant service provide otherwise, the completed address label must also contain information about the weight of the 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 in the address label.

3.5 The User is obliged to mark the consignments according to these documents:

- “Address Side Labelling Instructions;”
- “Summary Address Side Labelling Instructions for ČP’s Product Portfolio;” and
- registered consignments must be barcoded in accordance with “Česká pošta’s Instructions for Barcoding of Registered Consignments – Bulk Posting.”

The electronic versions of these documents are available on ČP’s website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section “[Advice and information/At posting/Documents and information for contractual partners](#)” (ČP reserves the right to change the instructions unilaterally).

#### 4. Posting data for consignments

4.1 The posting data on the consignments to be posted must be handed over by the User to ČP on the day of their posting, at the latest together with the physical consignments. ČP has the right to refuse to accept consignments without posting data provided by the User. ČP has the right to return consignments without posting data to the User. Provided posting data must be complete and must correspond to the consignments handed over for posting. If the price of consignments posted by the User is size-related (S, M, L, XL), the posting data for parcels must also contain the relevant size parameter (S, M, L, XL).

4.2 Unless it is stipulated otherwise below, posting data for consignments may be provided by one of the Posting of Data methods. With the exception of international and Ordinary Parcel consignments, Posting of Data methods may not be used for ordinary consignments

4.3 Posting data for these consignments:

- a) Balíkovna;
- b) with the additional service No-Card Cash on Delivery;
- c) with the additional service B2B Consignment (Deliver to Business),

must be submitted by the User to ČP by means of a Posting of Data method.

#### 5. Preparation of consignments for posting

5.1 The User will bundle letters with an expedient size and weight in accordance with the “Instructions for preparation and pre-processing of letters before posting for transportation.” Domestic and international consignments will be bundled separately by the User. Unless the Postal Terms and Conditions for the relevant service provide otherwise, the User is obliged to follow



the consignment sorting and bundling instructions available on ČP's website at [www.ceskaposta.cz/rady-a-navody/pokyny-ke-svazkovani-a-trideni-zasilek](http://www.ceskaposta.cz/rady-a-navody/pokyny-ke-svazkovani-a-trideni-zasilek).

- 5.2 ČP will use the data submitted by the consignor to prepare a posting certificate. If the User is a holder of ČP's/Partner's Customer Card and wants to use certain benefits related to the card when posting the consignments, he must quote the ČP's/Partner's Customer Card number when submitting the posting data.
- 5.3 If consignments with the additional service No-Card Cash on Delivery are posted by the User, the User and ČP will together complete the Registration Form for No-Card Cash on Delivery Consignments (in triplicate). The User will use the Registration Form to specify a unique bank account for transfer of collected amounts of cash or, if the User uses several types of consignments, one account may be specified for each consignment type. The Parties to the Agreement will confirm the completed Registration Form as of the day of signing the Agreement. The current version of the Registration Form is available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "[Download](#)." The Parties to the Agreement agree to proceed in accordance with the information contained in the Registration Form and keep all information accurate and valid. If the information contained in the Registration Form changes, the User and ČP will agree on a new version of the Registration Form and subsequently confirm the agreed new version. The old version continues to be valid until the confirmation of the new version of the Registration Form. 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 User's account will start after the User receives a CRYPTA technological certificate; until then payments will be made on an individual basis. Unauthorised sums of money transferred to the User's account will be forthwith returned by the User to ČP.
- 5.4 If pickup drives are used to post the consignments, the User's representative who is the holder of ČP's/Partner's Customer Card will confirm the ČP's/Partner's Customer Card number and the numbers of handed over consignments by signing the prepared List of Consignments with Customer Card – Pickup Drive.

## 6. Postage registration cards

- 6.1 Consignments posted otherwise than by means of a Posting of Data method and/or with ČP's/Partner's Customer Card must be handed over by the User to ČP

together with printed Postage Registration Cards. The Postage Registration Card form is available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "[Download/Forms](#)." The Postage Registration Card form also contains information on how to complete it.

- 6.2 Postage Registration Cards have to be prepared in two copies, sequentially numbered in numerical series prescribed by ČP, and must contain the User's exact address, posting date, and number of the Agreement or the User's technological number (as required by ČP).
- 6.3 Ordinary Letter consignments will be recorded in Postage Registration Cards by weight category, delivery speed, destination (domestic/European/non-European); Ordinary Parcel consignments will be recorded by size category. The total number of consignments per category and total prices per service will also be recorded in the Postage Registration Cards.
- 6.4 Recorded consignments will be recorded in the Postage Registration Card together with the total number of consignments copied from the posting certificates for each type of consignments.
- 6.5 Consignments will be handed over in the order of registration in the card. Separate Postage Registration Cards will have to be prepared for different types of consignments posted at different counters, if the post office has set up separate counters for different types of consignments.
- 6.6 ČP will confirm the Postage Registration Card and original copy of posting certificate and hand them over to the User.
- 6.7 If the consignments are to be posted with prepared Postage Registration Cards, the User – based on the carbon copies of the registration cards – will prepare a decade statement of postage (hereinafter referred to as a "decade statement"), in two copies, always as of the last day of each decade, i.e. by the tenth, twentieth and last day of month, and submit it to the post office. The decade statement must contain the User's exact address, date of preparation, and number of the Agreement or the User's technological number (as required by ČP). The decade statement form is available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "[Download/Forms](#)."
- 6.8 If, during the posting of consignments, during the examination of Postage Registration Cards and decade statements or during the comparison of the consignments with the data recorded in the Postage Registration Card, ČP finds any incorrect data concerning the volume of consignments or prices of postal services, it will correct the discrepancies and discuss them with the User.
- 6.9 The User may agree with the posting post office that its personnel will calculate the prices and record them in Postage Registration Cards and prepare the decade statement on behalf of the User, at a price specified in the Pricelist valid as of the posting date. The receiving post



office clerk will enter this price into the Postage Registration Card as the last item.

## 7. Posting

- 7.1 The Parties to the Agreement will complete the List of Outlets form, which includes relevant contact details and describes the structure and conditions for posting of consignments. They will subsequently confirm the completed form as of the day of signing the Agreement. The current version of the List of Outlets form is available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "[Advice and information/At posting/Documents and information for contractual partners.](#)" 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. The procedure to be used in case of a change of details contained in the List of Outlets is described in the List of Outlets form.
- 7.2 If so specified in the List of Outlets, contact details as well as the structure and conditions for posting of consignments 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 version of the Information Card form is available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "[Advice and information/At posting/Documents and information for contractual partners.](#)" 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. The procedure to be used in case of a change of details contained in the Information Card is described in the Information Card form.
- 7.3 If the User 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 on condition that the User has informed ČP about the expected volume of consignments to be picked up.
- 7.4 The User is obliged to provide for smooth loading of the consignments at the Handover Point, which must be prepared by the User next to the mail van parking place. The consignments will be loaded into the van by ČP's personnel and the User will provide assistance. The ČP's personnel is not obliged to check the authorisation of the person handing over the consignments or wait for the consignments for more than 15 minutes.
- 7.5 If a pickup attempt fails through the User's own fault, ČP has the right to charge the User a fee for the failed attempt equal to the fee for an extraordinary drive according to the Pricelist current as of the date of provision of this service.

## 8. Advance payment, price and manner of payment

- 8.1 If an advance payment is agreed in the Agreement, the User is obliged to transfer the amount of advance payment set in the Agreement into ČP's account before the first posting of consignments.
- 8.2 If an advance payment is agreed in the Agreement, the advance payment may be used by ČP, fully or partially, during the term of duration of the Agreement to pay any outstanding debt of the User towards ČP.
- 8.3 ČP will inform the User about any use of the advance payment, or of any part thereof, for settlement of the User's debt and the User will be obliged to top up the advance payment to the original amount within 15 days.
- 8.4 If an advance payment is agreed in the Agreement, and if the average turnover for services provide under the Agreement for three consecutive calendar months exceeds two thirds of the advance payment, the User will be obliged within 15 days, upon ČP's request, to top up the advance payment to the amount of 1.5times the average monthly turnover for services provided under the Agreement for the past three consecutive calendar months.
- 8.5 The unused part of the advance payment agreed in the Agreement will be returned back to the User within 30 days after the termination of the Agreement. Before its return, ČP is entitled to withdraw an amount of the advance payment corresponding to the amount of outstanding due debts of the User towards ČP.
- 8.6 If an advance payment is agreed in the Agreement, and if the deposited advance payment is clearly insufficient to cover the price for the postal services used by the User in the given billing period, ČP reserves the right to refuse to accept consignments under the conditions of the Agreement. If the User defaults on payment of the price for postal services or on topping up of the advance payment, ČP reserves the right either to refuse to accept consignments under the conditions of the Agreement or to accept consignments under the conditions of the Agreement only if they are posted at a post office designated by ČP and paid for in cash in advance.
- 8.7 With the below-mentioned exceptions, the invoice will be based on the decade statement of postage. If any discrepancies are found, they will be settled in accordance with the current provisions of the VAT Act by means of debit or credit notes.
- The List of Consignments Posted form, issued by ČP, will be used as basis for invoicing if consignments are posted by means of a Posting of Data method, with a Customer Card, or by pickup drives. In such case, the decade statement of postage is not required from the User.
- 8.8 If the User defaults on payment of the price, the User will pay default 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.

- 8.9 The User 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 User 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.
- 8.10 If the User defaults on his debts owed to ČP within the maturity period set in the Agreement, ČP reserves the right, during the period of the User'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 designated by ČP and paid for in cash in advance.
- 8.11 Upon the termination of the contractual relationship, ČP will settle the advance payment, at the latest one month after the expiry of the Agreement, and will deliver to the User a document of its settlement made in writing.
- 8.12 The User and ČP are obliged to timely inform the other Party to the 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 may affect the performance of the Agreement.
- 8.13 If the User has signed 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 User has complied with the conditions of a marketing event (discount) announced by ČP provided that the price specified by ČP for the marketing event is lower than the price specified in the Price Annex. In such case, the price specified by ČP for the marketing event will replace the price specified in the Price Annex.
- 8.14 The price in the Price Annex does not include any surcharges and discounts related to the format in which posting data for consignments are delivered and to the delivery or non-delivery of contact details of the addressee, specified by the Pricelist valid as of the posting date. If the conditions specified by the Pricelist for a surcharge or discount mentioned in the previous sentence are fulfilled, the relevant surcharge will be added to or the relevant discount will be deducted from, the price specified in the Price Annex. This does not apply if such a surcharge or discount is excluded by the Pricelist from this price arrangement.
- 8.15 The Pricelist is available at any post office in the Czech Republic as well as on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz). The User 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 User with information about changes of the Pricelist 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 User is obliged to make himself acquainted with the new wording of the Pricelist. If the Pricelist is changed and the User does not consent to the change of the Postal Terms and Conditions, he can terminate the Agreement.

## 9. Reply Mail services

- 9.1 Reply Mail services are only available with these services:
- Domestic services: Ordinary Reply Mail; Registered Reply Mail; Insured Letter – Reply Mail Services; Reply Mail EMS; Insured Parcel – Reply Mail; Parcel Delivery To Hand – Reply Mail; Parcel Delivery To Post Office – Reply Mail;
  - International reply mail services (Correspondance commerciale-réponse internationale – CCRI, International Business Reply Service – IBRS).
- 9.2 Conditions for the use of Reply Mail services:
- Submission of specimen consignments with address side formats in accordance with the following documents:
    - “Address Side Labelling Instructions;”
    - “Summary Address Side Labelling Instructions for ČP's Product Portfolio;”
  - Approval of the submitted specimens by ČP; and
  - Assignment of User's technological number on User's request.

The documents are available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section “[Advice and information/At posting/Documents and information for contractual partners.](#)” (ČP reserves the right to make unilateral changes to the Pricelist.)

- 9.3 The User has to inform the senders of consignments in writing about the method of posting of reply mail consignments including that they are to write the sender's address on the consignment and (if applicable) fill in the posting certificate according to the [Postal Terms and Conditions of Česká pošta, s.p. – Basic Postal Services and the Postal Terms and Conditions of Česká](#)

[pošta, s.p. – Other Services](#) and provide the sender with the following:

- Ordinary Reply Letter consignments – addressed envelope;
- Registered Letter consignments – barcoded addressed envelope;
- Insured Letter consignments – special addressed envelope or address label;
- Ordinary Parcel, Registered Packet, Parcel Delivery To Hand, Parcel Delivery To Post Office, Insured Parcel, EMS consignments – address label;
- International consignments – addressed reply mail envelope.

9.4 The only additional services available with reply mail consignments include the additional service Insured Consignment available with Parcel Delivery To Hand – Reply Mail Services and Parcel Delivery To Post Office – Reply Mail Services.

9.5 The maximum acceptable declared value of a reply mail consignment is:

- CZK 100,000 for an Insured Letter consignment;
- CZK 100,000 for an Insured Parcel consignment;
- CZK 50,000 for an EMS consignment;
- CZK 100,000 for an Insured Letter consignment;
- CZK 100,000 for a Parcel Delivery To Post Office consignment.

9.6 The maximum acceptable weight of a reply mail consignment is:

- 50 g for an Ordinary Letter – Standard consignment;
- 1 kg for an Ordinary Letter consignment;
- 2 kg for a Registered Letter – Standard or a Registered Letter consignment;
- 2 kg for an Insured Letter consignment;
- 10 kg for an Insured Parcel consignment;
- 10 kg for an EMS consignment;
- 31.5 kg for a Parcel Delivery To Hand consignment;
- 31.5 kg for a Parcel Delivery To Post Office consignment;

- as specified in the Postal Terms and Conditions of Česká pošta, s.p. – Foreign Terms and Conditions for an International Reply Mail consignment.

9.7 ČP has the right to refuse to accept reply mail consignments with illegible data.

9.8 The User is obliged to accept and pay for all reply mail consignments arrived at the address specified in the specimens of address side formats under subclause 9.2 of these GBTCs.

## 10. Personal data protection

10.1 As a provider of postal services or partial additional services, ČP 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. The basic terms and conditions and information about personal data processing are included in ČP's Postal Terms and Conditions. Further information related to the processing of personal data and contact details of the Data Protection Officer are available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "GDPR – Personal Data Protection."

10.2 ČP as the data controller processes the personal details of the User (if the User 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.

10.3 ČP expressly informs the User 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 ("the Consumer Protection Act"). Further information related to the transfer of personal data and the specific registries are available on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) in the section "GDPR – Personal Data Protection."

## 11. Other provisions

11.1 If the User uses more than one type of the following services under the Agreement: Parcel Delivery To Hand, Parcel Delivery To Post Office or Balíkovna, 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.



- 11.2 ČP 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 letters sent through another postal operator. The User acknowledges that if he posts consignments with ČP and intentionally does not inform ČP about the fact that any of the posted consignments come from another postal operator, he can thereby cause a damage to ČP and commit fraud.
- 11.3 The User is obliged to inform ČP about any consignments received by him or coming from any postal operator other than ČP and identify the operator. The User is released from his duty to inform ČP under the previous sentence in respect of any consignments coming from any postal operator other than ČP if, on request from ČP, 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 consignments have been received or come from another postal operator, that he has imposed the duty to inform the User about it. Should the User become aware that the information received from a third party other than a postal operator about the origin of the consignments is false, he is obliged to inform ČP as required under the first sentence of this subclause.
- 11.4 Should the User intentionally breach his duty to inform ČP about any consignments received or coming from any postal operator other than ČP and/or identify such operator, the User is obliged to pay to ČP a contractual fine of CZK 100 for each consignment in respect of which this duty has been breached.

## 12. Closing provisions

- 12.1 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. If the User refuses by a notice in writing to accept changes of the Pricelist, 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 ČP and will end as of the effective date of the changes of the Pricelist. The notice must be delivered to ČP before the effective date of the changes. Notices of termination or of refusal of changes of the Pricelist must be made by the User in writing.
- 12.2 ČP reserves the right to withdraw from the Agreement if the User fails to observe the agreed conditions despite warning. ČP will send a written notice warning the User to the last known address of the latter and the User will be obliged to remove the found defects within a 15-day period. Should this period expire in vain, ČP has the right to withdraw from the Agreement.
- ČP may also withdraw from the Agreement if an insolvency procedure is started against the User or at any time while it lasts. In such case, the User will not be granted an additional 15-day period and ČP 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 will not be returned, and the User will pay the price for services provided by ČP until the withdrawal.
- 12.3 If ČP decides to remove any of the services provided under the Agreement from its product portfolio, ČP will be entitled to discontinue the provision of such service(s) to the User. ČP will be obliged to inform the User about the change by publishing the information on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) at least 30 days in advance. This will not affect the duration of the Agreement in relation to the other provided services.
- 12.4 ČP is entitled to unilaterally transfer its rights and duties under the Agreement to its subsidiaries or other third parties. ČP will be obliged to inform the User about the change by publishing the information on ČP's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) at least 30 days in advance.
- 12.5 On the termination of this Agreement the User will return back to ČP unused address labels.
- 12.6 Unless it is specified otherwise, the Agreement may be modified only by amendments to the Agreement, made in writing, numbered in ascending order and signed by both Parties to the Agreement.
- 12.7 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.
- 12.8 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).
- 12.9 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.

- 12.10 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.
- 12.11 The duty of confidentiality continues notwithstanding the termination of the contractual relationship established by the Agreement.
- 12.12 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.
- 12.13 The rights and duties arising from the Agreement for each Party will pass onto their legal successors.
- 12.14 Any relationships that are not regulated by the Agreement will be governed by valid laws of the Czech Republic.
- 12.15 These GBTCs take effect on 01 February 2023, and ČP reserves the right to alter, amend, or cancel them by issuing new ones.