

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF CUSTOMS BROKERAGE SERVICES

I. General provisions

Article 1 (contents)

The General Terms and Conditions for the Provision of Customs Brokerage Services (hereinafter: General Terms and Conditions) of Pošta Slovenije d.o.o. (hereinafter: service provider or provider) set out the general provisions concerning the rights and obligations of the service provider as the declaring agent in procedures involving consignments which users of postal services import or export via the service provider's international mail services (hereinafter: consignments) and are subject to customs formalities (hereinafter: customs brokerage services), information on the provider of customs brokerage services, types of customs brokerage services, data relating to prices and payment for customs brokerage services, complaint and objection resolution procedures and other matters pertinent to the provision of customs brokerage services.

Article 2 (compliance with fundamental acts regulating international postal service binding internationally, in Europe and in Slovenia)

(1) The customs brokerage services provided by the service provider under these General Terms and Conditions are in line with and based on the currently valid international, European and national regulations, e.g. the Universal Postal Convention, the Community Customs Code with all implementing provisions, and the Act Implementing the Customs Regulations of the European Community, together with other regulations adopted by the Financial Administration of the Republic of Slovenia (hereinafter: customs regulations).

(2) On the basis of these fundamental acts, the service provider has also obtained from the competent state authority the Financial Administration of the Republic of Slovenia all the applicable permits which it requires as the designated postal operator in Slovenia in order to lawfully provide customs brokerage services under these General Terms and Conditions.

Article 3 (provision of customs brokerage services)

(1) These General Terms and Conditions shall apply to all users of universal postal services and other postal services provided by the service provider which are subject to customs duties pursuant to customs regulations.

(2) The service provider provides customs brokerage services for natural and legal persons and for the consignments that they import or export on the basis of contractual relationships, which are subject to customs formalities within the context of forwarding services.

Article 4
(transport of consignments)

(1) The service provider transports consignments in the territory of Slovenia, in domestic mail transport, in accordance with the currently valid act governing postal services, the instructions on handling consignments with prohibited content and the general terms and conditions for the provision of universal postal services and the general terms and conditions for the provision of other postal services.

(2) The service provider is responsible for domestic mail transport in line with the regulations and general terms and conditions listed in the previous paragraph of this Article.

Article 5
(terms)

(1) All terms used in these General Terms and Conditions shall have the same meaning as set out in the individual customs and other regulations in the area of customs clearance and mail transport.

II. Details on the provider of customs brokerage services

Article 6
(provider's name and registered office)

Name of legal entity: Pošta Slovenije d.o.o.
Registered Office: Slomškov trg 10, Maribor, Slovenia

III. Provider's duties in customs procedures

Article 7
(provider's duties as the declaring agent in customs procedures)

(1) The provider shall have the following duties in customs procedures:

- determination of consignments which must be submitted to the customs authority,
- storage of consignments sent for temporary storage,
- submitting of goods in consignments together with information on the consignments to the customs authority,
- obtaining documentation and information on consignments undergoing customs procedures from the addressees,
- charging fees for consignments subject to the obligation to pay fees, and charging for customs brokerage services for consignments undergoing customs procedures.

(2) The exchange of data between the service provider and the Financial Administration of the Republic of Slovenia shall be carried out in electronic format, as stipulated by the Financial Administration of the Republic of Slovenia.

IV. Customs services

Article 8 (provider's role in customs procedures)

- (1) For natural persons importing or exporting consignments, the provider acts as the declaring party, directly on the basis of a permit. For legal persons, the provider acts as the declaring party on the basis of a permit and on the basis of an additional consent obtained from the legal person or a contract concluded with the legal person (forwarding contract).
- (2) For each consignment or goods subject to mandatory customs procedure, the provider shall draft a declaration, which they shall submit to the customs authority. The declaration states or indicates the purpose of the import/export of the individual consignment and the type of customs procedure which will be carried out in connection with that consignment.
- (3) The provider provides customs brokerage services under these General Terms and Conditions at branches designed specifically for that purpose, called the Customs Post Office Department.

Article 9 (types of customs procedures)

- (1) The provider provides customs brokerage services under these General Terms and Conditions in the following manners:
- a) through standard customs procedures,
 - b) through simplified customs procedures,
 - c) as a declaring party pursuant to Article 237 of the Implementing Provisions of the Community Customs Code.

Article 10 (supervisory body in customs clearance procedure)

- (1) The customs procedure for import or export of consignments is supervised by the Financial Administration of the Republic of Slovenia. The Financial Administration of the Republic of Slovenia is in all cases the recipient of the customs duties charged in customs procedures.

Article 11 (service provider's working hours)

- (1) The working hours of the Customs Post Office Department are Monday to Friday from 8.00 a.m. to 3.30 p.m. The service provider shall publish any changes to the working hours in a timely manner on the website www.posta.si.

IV. (I) Customs brokerage services when importing goods via the service provider

Article 12 (consignments from the European Union)

(1) As a rule, customs procedures are not carried out for consignments arriving in Slovenia from the countries of the European Union (hereinafter: EU), unless the consignments contain goods which have not yet been released into free circulation in the EU or were sent from territories which are outside the EU customs territory, or tax territories in individual member states for which the service provider must carry out customs procedures under these General Terms and Conditions.

Article 13 (consignments from third (non-EU) countries)

(1) Consignments which arrive in Slovenia from third (non-EU) countries are subject to mandatory customs formalities, therefore upon their import the service provider is bound to provide customs brokerage services pursuant to customs legislation and these General Terms and Conditions.

Article 14 (submitting of import customs declarations / forwarding applications)

(1) After the receipt of consignments arriving in Slovenia, the service provider submits the consignments to the customs authority and files a customs declaration in line with customs regulations.

(2) Customs brokerage services in connection with consignments referred to in the first paragraph of this Article are provided by the Customs Post Office Department (hereinafter also: customs post office).

(3) The customs post office verifies whether the consignments with customs declarations contain all of the required information or documents required by the customs authority for the implementation of customs clearance procedures.

(4) The addressee may send the required information or documents to the following addresses:

- web: <http://carinska.posta.si/>
- email: carinska.posta@posta.si
- by fax to the following number: +386 (0)1 476 7661

(5) The customs post office submits the consignments with the required complete information or documents to the customs authority together with a proposal for charging customs duties.

(6) Addressees of consignments undergoing customs procedures are obliged to provide i.e. send correct and accurate information to the customs post office.

(7) Consignments for which standard customs procedures are required may be accepted by the customs post office as a mail forwarder, which directs the addressee (customer) to complete the customs documents. Addressees are entitled to select a different forwarder.

(8) Import customs procedures are defined in greater detail at:

http://www.fu.gov.si/en/customs/areas_of_work/import_of_goods/.

Article 15

(import duties and other duties and charges for customs brokerage services)

(1) The customs post office drafts a customs duties proposal for consignments which are subject to payment of import duties, in accordance with the currently valid customs provisions relating to the charging of import duties, which are available on the website: http://www.fu.gov.si/en/customs/areas_of_work/postal_traffic/.

(2) When charging import duties, the customs post office also charges the addressee for costs of customs brokerage services rendered by the service provider as the declaring party under these General Terms and Conditions.

(3) On the invoice for an individual consignment, the customs post office separately itemises the charges for customs duties, calculated in accordance with the currently valid customs provisions, and the charges for customs brokerage services, calculated in accordance with the currently valid price list for customs brokerage services (hereinafter: service provider's price list).

(4) Before the handover of consignments subject to payment of import duties and/or the service provider's customs brokerage services, the addressee is as a rule sent the invoice for review. The addressee is thereby deemed to have been notified of the charging of the calculated costs in accordance with customs regulations.

Article 16

(remission of import duties)

(1) Consignments processed in customs procedures in accordance with valid laws, which are not subject to payment of import duties, are not charged import duties. The service provider is entitled to charge the addressee for costs for such consignments in accordance with the service provider's price list. The addressee is obliged to pay such charges.

IV. (II) Customs brokerage services when exporting goods via the service provider

Article 17

(clearance of export consignments sent to third countries)

(1) Consignments sent to third countries (countries outside the EU area) containing goods for which the obligation to submit those goods to the customs authority is not waived must be equipped with a customs declaration form CN 22 or CN 23, issued by the sender.

(2) The statements in customs declaration form CN 22 or CN 23 must be accurate and complete. Liability for those statements is borne solely by the sender.

(3) Consignments intended for export may be posted at any of the service provider's branches.

(4) The sender may also authorise the service provider to carry out additional required customs formalities for these types of consignments (e.g.: export declaration, invoice, transport document, export permit for agricultural goods, etc.), such that the sender declares the goods in the consignment to the service provider in advance, by sending the correct documents for the implementation of the customs export procedure to the email address: carinska.posta@posta.si or by fax to: +386 (0)1 476 7661.

(5) Export customs procedures are defined in greater detail at: http://www.fu.gov.si/en/customs/areas_of_work/export_of_goods/.

Article 18 (submitting of export customs declarations / forwarding applications)

(1) Consignments containing merchandise whose value is above EUR 1,000, or goods for which the approval of fees or other amounts, or the remission of duties, is required or requested, or goods which are subject to prohibitions or restrictions and which require various customs export formalities, must be reported to the customs post office upon export in order that an appropriate export customs procedure is carried out. The customs post office directs the sender to send the required information or documents to the following addresses:

- email: carinska.posta@posta.si
- by fax to the following number: +386 (0)1 476 7661

(2) The sender makes the statement to the customs post office under the previous paragraph of this Article by enclosing or submitting a customs declaration for each consignment, irrespective of the country to which they are being posted.

(3) Consignments whose declared value exceeds EUR 1,000 and which are not equipped with an export customs declaration may be accepted by the customs post office as a mail forwarder, which directs the addressee (customer) to complete the customs documents. Senders are entitled to select a different forwarder.

IV. (III) Online completion of documents for import consignments

Article 19 (online completion)

(1) Online completion of documents for import consignments is possible only through the electronic exchange of data for consignments which have already arrived in Slovenia.

(2) At <https://carinska.posta.si/>, users can register with basic information (consignment receipt number, name and surname of addressee) which allows the online completion of documents (in a suitable format: pdf, word, jpg, png), i.e. the direct entry of all of the required data on the goods in question.

(3) A more detailed description of customs formalities regarding the import and export of consignments is available on the website of the customs authority:
http://www.fu.gov.si/en/customs/areas_of_work/postal_traffic/.

V. Price list

Article 20 (price list)

(1) On the basis of a completed customs procedure by the customs authority, the service provider charges the addressee customs duties in accordance with current customs laws and the customs brokerage services rendered, in line with the service provider's currently valid price list for customs brokerage services. Pošta Slovenije's price list for customs brokerage services is available on the service provider's website at <http://www.posta.si/seznam-dokumentov/799/Informativni-ceniki> and at every post office branch.

(2) Customs duties, which are published and defined in the customs regulations, and which are available at http://www.fu.gov.si/carina/poslovanje_z_nami/carinski_predpisi/, are charged in accordance with current customs regulations.

VI. Complaints

Article 21 (lodging complaints)

(1) The addressee is entitled to lodge a complaint about the charging of customs duties and customs brokerage services before handover of the consignment upon review of the invoice, upon handover or no later than 8 days of the date of handover of the consignment. Complaints lodged after the stated deadline shall be dismissed as late. Users of postal services shall not thereby be deprived of the right to exercise other legal remedies before other competent authorities, pursuant to the regulations governing the individual type of liability for payment of taxes and levies.

(2) Addressees shall send all complaints via email to the following address: reklamacije.CP@posta.si, stating the invoice number and the consignment ID number. In exceptional cases, addressees may also send complaints by fax to the following number: +386 (0)1 476 7661

(3) Complaints in connection with the service provider's charging of customs duties and customs brokerage services shall be resolved by the customs post office.

(4) The customs post office shall respond to complaints within 5 working days of receipt of a complaint and send the response to the petitioner via email to the address stated in the complaint.

Article 22 (resolution of complaints)

(1) The provider shall be entitled to resolve complaints in the following manner, in accordance with prior review and findings:

- dismiss the complaint as unfounded (the procedure was carried out in accordance with current regulations and the service provider's price list);
- approve the complaint (the procedure was carried out contrary to current regulations and these General Terms and Conditions), whereby the provider may:
 - resolve the complaint itself through repeat procedure and invoicing, or
 - assign the complaint to further procedure, i.e. judgement by the competent financial office;
- dismiss the complaint as late.

Article 23 (repayment, additional charges or remission of charged amounts)

(1) In the event that the addressee requests the repayment, additional payment or remission of customs duties for a delivered consignment via the service provider, the service provider shall assign all requests in connection with repayments, additional payments and remission to further procedure by the Financial Administration of the Republic of Slovenia, in accordance with legally prescribed procedures and periods.

(2) Details on the repayment, additional payment and remission of duties are available at: http://www.fu.gov.si/en/customs/areas_of_work/customs_debt/, in the section on repayment or remission of duties.

VII. Objections

Article 24 (lodging of objections)

(1) Addressees shall be entitled immediately upon receipt of a response to a complaint or grounds under Article 22 of these General Terms and Conditions, or no later than within 8 days of receipt of a response to a complaint or grounds, to lodge an objection to the service provider's response or grounds.

(2) Addressees shall send objections via email to the address: reklamacije.CP@posta.si, enclosing the service provider's response or grounds and stating the invoice number and the consignment ID number. In exceptional cases, addressees may send objections by fax to the following number: +386 (0)1 476 7661

(3) Objections regarding the carrying out of customs procedures and the charging of customs duties shall be sent directly to the competent financial authority within the framework of an appeal process.

VIII. Liability

Article 25 (service provider's liability)

(1) In cases where the service provider appears as the declaring party on behalf and for the account of the addressee under these General Terms and Conditions, it shall be liable for the carrying out of all procedures in connection with consignments undergoing customs procedures (handling, storage and delivery of consignments after completion of customs formalities). Any alleged liability of the service provider in connection with consignments not deriving from the situation set out the first sentence of this paragraph shall be identified and resolved by the service provider in accordance with the general terms and conditions set out in Article 4 of these General Terms and Conditions.

(2) In procedures referred to in the first paragraph of this Article, the service provider shall not be liable for data or documents enclosed to consignments or received directly from addressees when it is established during customs procedures that the enclosed data or documents are incomplete, misleading or false.

(3) The service provider reserves the right to a recourse claim against users of postal services in the event of offence procedures initiated against the service provider owing to the service provider's provision of unreliable data.

(4) The service provider shall in no case be liable for any indirect damage and lost profits.

IX. Confidentiality of consignments and protection of personal data

Article 26 (protection of the personal data of natural persons)

(1) The service provider undertakes to safeguard the confidentiality of consignments and to protect the personal data that it gains knowledge of during customs procedures, throughout the duration of those customs procedures.

(2) The service provider shall safeguard the confidentiality of consignments and the personal data referred to in the first paragraph of this Article in accordance with the currently valid act governing the protection of personal data and Pošta Slovenije's currently valid internal rules on the protection of personal data and other binding legal regulations governing the area of personal data protection in customs procedures.

(3) The service provider further undertakes not to disclose the acquired personal data to third parties without the prior consent of the user in accordance with the provisions of the ZVOP-1, except in cases in which it is bound to do so on the basis of binding special legal provisions and the demonstrated legal interest of the third party.

Article 27 (protection of personal data)

(1) The service provider hereby declares that it has a procedure and measures in place for carrying out services pursuant to these General Terms and Conditions and measures for the

protection of personal data in the Rules on the protection of personal data of Pošta Slovenije as set out in Article 24 in connection with the first paragraph of Article 25 of the ZVOP-1.

(2) The Rules referred to in the previous paragraph set out the protection of personal data, including the legal, organisational, technical and logical-technical procedures and measures taken by the service provider to protect personal data, to prevent the accidental or intentional unauthorised destruction of data, the modification or loss of data, and the unauthorised processing of data in order to:

- protect premises, equipment and systems software,
- protect the application software used to process personal data,
- ensure the safe dissemination and transfer of personal data,
- prevent access by unauthorised persons to the equipment on which personal data is processed, and to the databases in which they appear,
- enable the subsequent determination of when particular personal data were used and entered in the database and by whom, for the period for which the particular data are stored.

X. Validity

Article 28

(amendments to the general terms and conditions)

(1) The service provider reserves the right to amend the general terms and conditions. The service provider shall publish all amendments on its website at <http://www.posta.si>.

Article 29

(validity of the general terms and conditions)

(1) These General Terms and Conditions shall enter into force on 1 August 2014.

(2) The entire contents of the General Terms and Conditions are available on the website <http://www.posta.si>.

Maribor, July 2014

