

POŠTA SLOVENIJE d.o.o.  
2500 MARIBOR

# GENERAL BUSINESS TERMS AND CONDITIONS FOR PARCELS



Maribor, January 2024

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Pursuant to Article 30 of the Articles of Association of Pošta Slovenije d.o.o., we hereby issue the following

## **GENERAL BUSINESS TERMS AND CONDITIONS FOR MOJPAKET PARCELS**

### **I. GENERAL PROVISIONS**

#### **Article 1 (content)**

- (1) The General Business Terms and Conditions for MojPaket Parcels (hereinafter: *General Terms and Conditions*) set out the terms and conditions for *MojPaket Mini*, *MojPaket Midi*, *MojPaket Midi multiple items*, *MojPaket Maxi* and *MojPaket Maxi multiple items* shipments (hereinafter: *MojPaket shipments*), including all activities relating to the delivery of these domestic shipments and parcels, data on Pošta Slovenije d.o.o. as the provider of MojPaket shipment services (hereinafter: *the service provider*), the collection and management of all types of data that accompany MojPaket shipments and are necessary for the provision of the ordered service under these General Terms and Conditions, user support for enquiries about or claims against postal services rendered, and other matters material to the provision of the services regulated under these General Terms and Conditions.
- (2) In terms of MojPaket shipment services, the General Terms and Conditions for the Provision of Universal Postal Services shall be applied in a subsidiary manner where not otherwise regulated in these General Terms and Conditions.
- (3) Name and registered office of the service provider: Pošta Slovenije d.o.o., Slomškov trg 10, 2500 Maribor.
- (4) Some of the service provider's MojPaket shipment delivery products and software support solutions are also subject to other instructions and manuals, which are directly applicable to the area they cover and supplement these General Terms and Conditions.

The following documents are appendices to and an integral part of these General Terms and Conditions, as applicable and published on the website [www.posta.si](http://www.posta.si):

- Instructions for use of the eWaybill application;
- Instructions for installation of the eWaybill application;
- Instructions for use of the XML online service;
- Instructions for use of the CSV online service;
- Instructions for use of the JSON online service;
- Instructions for use of the Parcel tracking online service;
- Instructions for use of the eOdkupninaBN online service;
- Instructions for the review of reports on posted shipments – eSpremnica (eWaybill) business portal;
- Instructions for the review of eOdkupninaBN data – eWaybill business portal;
- Instructions for the online submission of data on eWebOddaja shipments – eWaybill business portal;
- Instructions for use of the Claims application;
- Manual for the labelling of MojPaket shipments;

- List of dangerous goods;
  - Sample agreement; and
  - Price list for MojPaket shipments.
- (5) The service provider reserves the right to unilaterally amend or supplement its services and these General Terms and Conditions. The amended General Terms and Conditions shall be directly binding on users from the date they are accessible in paper form at post offices and/or in electronic form on the service provider's website [www.posta.si](http://www.posta.si).
- (6) Users shall be deemed to be informed of and to accept these General Terms and Conditions immediately as soon as they post or receive a MojPaket postal item. The client shall be liable for and obliged to ensure that the recipient of postal items is notified in a clear manner that their delivery will be carried out pursuant to these General Terms and Conditions and that by submitting an order it also accepts these General Terms and Conditions.
- (7) Upon any amendment to these General Terms and Conditions, the conditions and terms that were valid when the shipment was posted apply for each individual shipment.

## **Article 2** **(provision of MojPaket services)**

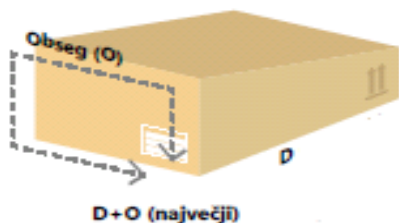
- (1) These General Terms and Conditions shall apply to all users that post a MojPaket shipment at the service provider or that are the recipients of this shipment. The delivery of MojPaket shipments shall be provided by the service provider itself or in cooperation with other Pošta Slovenije Group companies or its contractual partners or subcontractors. Within the scope of its own postal network for the provision of postal services, the service provider thus reserves the right to make its own selection of contractual partners and subcontractors in order to provide services to users within its own postal network that it operates independently.
- (2) In connection with the collection and subsequent processing of personal and other data for the provision of services under these General Terms and Conditions, the service provider has an adequate level of protection on its own information system and information technology, in line with European and national legal regulations in the area of electronic commerce and electronic transmission, network security and information technology, the protection of documentary and archive material, the protection of personal data on the user's documents or databases, and in accordance with the ISO 27001 standard. The service provider declares that in accordance with those legal regulations it has procedures and measures in place to safeguard and protect all types of documents and data and other physical and/or digital carriers containing personal data that comprises legal, organisational and the appropriate logical-technical procedures, and measures to protect personal data, prevent the accidental or intentional unauthorised destruction of data, the alteration or loss of data, and the unauthorised processing of data, as defined in a separate section of these General Terms and Conditions.

## **Article 3** **(definition of terms)**

- (1) The terms used in these General Terms and Conditions shall have the following meaning:
1. **The user** of a MojPaket service (hereinafter: *user*) is any legal entity or natural person who pursues an activity and uses this service as a sender or an addressee, and any natural person who uses this service as an addressee.
  2. **The client** is a legal entity and any natural person who in accordance with regulations has a registered activity and a written agreement in place with the service provider for the delivery of MojPaket shipments.

3. **The sender** is a user who posts shipments for delivery.
4. **The addressee** is a user to whom a shipment is addressed and to whom a shipment is delivered.
5. **The recipient of a shipment** is a person to whom a shipment is addressed or a person with authorisation to claim the shipment. A shipment can also be claimed by an adult of a household, a person employed in the household of the addressee or in their business premises, or another person who the addressee determined to accept the shipment prior to its delivery. The shipment that was posted with the additional service *Document signature* can only be claimed in person by the addressee to whom the shipment was addressed.
6. **MojPaket shipment** (hereinafter: *shipment*) is an addressed shipment and contains goods with or without commercial value. The shipment is recorded upon receipt and delivery, and is tracked from receipt to delivery.
7. **Additional services for shipments** are services that the sender can select for a specific type of shipment in accordance with the price list, and which set out special requirements for shipment operations. The sender is required to mark these services on the waybill, on the list of submitted items and/or in the electronic data on the shipment in accordance with the service provider's instructions.
8. **Acceptance/collection of shipment at customer** means that the service provider collects a shipment at the sender's location or at a location determined by the sender in accordance with a pre-determined schedule.
9. **Submission of shipment at post office** means that the sender submits shipments for delivery at the service provider's business premises.
10. **Accompanying documentation** is documentation accompanying the shipment from receipt to delivery, i.e. affixing a waybill to each shipment that contains information about the sender, addressee and additional services, and the parcel tracking number (barcode). The shipping label (waybill) must contain the service provider's printed designation. If the sender requires additional services, such as *Advice of receipt*, *Document signature*, *Delivery note* or *Cash on delivery*, the attached advice of delivery, agreement, delivery note or payment document shall also be deemed as accompanying documentation.
11. **Acceptance documentation** is documentation that the sender is required to enclose with the shipment when posting it (e.g. *List of submitted items (Form P-3)*, *Dispatch note (Form P-3a)*; hereinafter also: *list of submitted items*) and which contains data for the acceptance of a shipment, i.e. a list of submitted items including data on the sender, addressee, tracking number and additional services, and must be handed over to the service provider upon accepting shipments at a customer or when submitting shipments at the post office. If the sender submits electronic data, the form does not need to be attached to the postal items, but the submitted electronic data shall serve as a list of submitted items.
12. **Payment document** is a UPO QR form that must be attached to shipments by the sender when the *Cash on delivery* additional service is selected.
13. **Electronic data** (hereinafter: e-data) is electronic shipment-related data that is required for the acceptance of shipments (at minimum data on the sender, addressee, additional services, parcel tracking number) that the sender sends to the service provider, in a manner agreed in advance, using one of the service provider's information solutions for the exchange of e-data on postal items, by no later than the collection of the item at the sender's address or the submission of the item at the post office. E-data is equivalent to the data on the list of submitted items in paper form.

14. **Notice of arrival of shipment** (hereinafter: *notice*) – if there is nobody to receive the delivery at the delivery address or if the addressee has not provided a delivery location, the service provider leaves the addressee a notice in which it states the location and deadline for picking up the shipment. The notice can be sent to the addressee electronically (to the email address or mobile phone number that the sender provided to the service provider), or can be inserted in paper form in the addressee’s residential letterbox or free-standing letterbox or left at the address.
15. **Delivery** means the transport of mail from the delivery point to the physical handover of the item to the addressee and comprises delivery to postal address or handover of mail at address, to contact point (post office, contracted post office, mobile post office), to alternative delivery point (automated parcel machines, service stations, parcel delivery boxes and other delivery points at which individual types of postal items are delivered) or other place specified by the addressee.
16. **Handover** means the handing over of an item to the addressee as a special form of delivery, when the addressee must confirm acceptance of the item either with their written signature or by means of electronic signature, as required by the service provider performing the delivery, or in some other way or by omitting to confirm acceptance, as set out in these General Terms and Conditions.
17. **Refusal of acceptance of item** refers to the actions of the addressee and sender when:
- in an attempt at item handover they refuse to accept the item, either by confirming refusal with their written signature or by means of electronic signature, or in some other way enabled for the addressee and sender by the service provider;
  - they fail to accept the item by not collecting it within the deadline set for acceptance.
- The service provider shall record the refusal of acceptance of the item on the part of the addressee and sender in the information system and shall assign the item the status of undeliverable item.
18. **Poste restante** means that a postal item addressed with the label '*Poste restante*' is not delivered to an address, but is delivered to the addressee at the post office that is indicated on the postal item. If the sender provides the addressee’s phone number or email address within the e-data, the service provider shall notify the addressee when a postal item is waiting to be picked up at the post office.
19. **Parcel pickup post office** hands over all types of postal items or merely certain types of postal items for addressees for whom notices were left and are covered by the delivery area of this post office, and hands over postal items for which users of postal services selected a post office location as the address for the collection/pick up of postal items.
20. **Delivery point** means a post office, alternative delivery point and other locations that are determined in the List of locations for the drop off or pick up of postal items.
21. **Combined girth** of a postal item comprises the sum of the longest side (length) and girth (2 x width + 2 x height), measured at the greatest lateral circumference.



Obseg (O)	Girth (G)
D	L

22. **General deadline for the return of postal item** – in the event of failed delivery or handover of a postal item, the general deadline for the return of an item is eight (8) days from the first attempted delivery, when the addressee was notified of its arrival. The deadline for the collection or return of a postal item to sender begins to run on the following day after a notice of the arrived item is left at the delivery address. The deadline for collection is calculated on a calendar basis.
23. **Force majeure** for the purpose of these General Terms and Conditions means an event beyond the reasonable control of the service provider, such as but not exclusively limited to: seizure of a postal item in any legal proceedings; war; invasion; hostile acts; civil war; rebellion; military uprising or seizure; confiscation; destruction or damage to property due to extreme weather conditions; a measure (determined by a law or decree of the government or of public or local authorities), in particular adopted as a result of an infectious disease epidemic and the resulting lockdown (of all or specific) commercial activities if it causes a sudden increase in the volume of postal items for delivery of more than 20% of the service provider's average total turnover compared to the previous calendar year; riots; uprising; strike; general or partial suspension or restriction on the movement of the labour force on any grounds, accidents; device malfunctions or breakdowns; disruptions in road and/or air transport; fire; floods; storms; or non-payment of suppliers or subcontractors; direct or indirect effects of ionising radiation or contamination through radioactivity; and similar events.

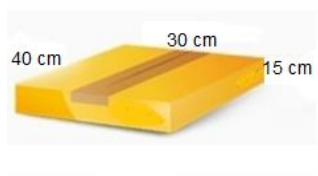
## II. DEFINITION OF THE MOJPAKET SERVICE

### Article 4 (general)

- (1) MojPaket shipments are services set out in the service provider's price list and that are provided on the basis of an agreement concluded between the client and the service provider.
- (2) Services are charged to the sender on the basis of actual weight and type of shipment. In accordance with the provisions of the Manual for Labelling MojPaket Shipments, the service provider also determines which shipments fall within shipments for which *Manual handling* is required and/or a *Height surcharge*, which is charged additionally to the sender.
- (3) Shipments are generally delivered on the following business day after being posted. The delivery date is informative and not guaranteed by the service provider.

### Article 5 (characteristics)

- (1) Size and weight:
  - MojPaket Mini:



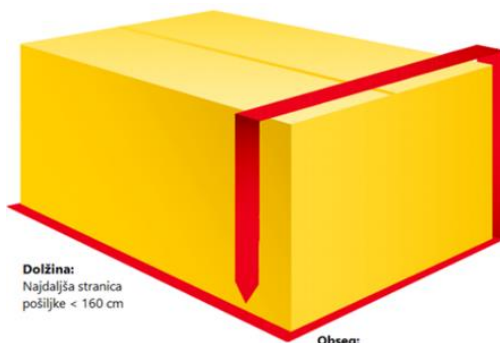
**Minimalna velikost**  
dolžina 16 cm  
širina 11 cm  
višina 2 cm

**Največja velikost**  
40 x 30 x 15 cm

**Največja masa**  
500 g

Minimalna velikost	Minimum size
dolžina 16 cm	length 16 cm
širina 11 cm	width 11 cm
višina 2 cm	height 2 cm
Največja velikost	Maximum size
40 x 30 x 15 cm	40 x 30 x 15 cm
Največja masa	Maximum weight
500 g	500 g

- MojPaket Midi:



**Dolžina:**  
Najdaljša stranica pošiljke < 160 cm

**Obseg:**  
Najdaljša stranica pošiljke + 2 x širina + 2 x višina, max. 360 cm

**Minimalna velikost**  
dolžina 16 cm  
širina 11 cm  
višina 2 cm

**Največja velikost**  
120 x 60 x 60 cm oziroma  
dolžina ne sme presegati 160 cm  
kombiniran obseg (d + 2 x š + 2 x v) 360 cm

**Največja masa**  
31,5 kg

**Pozor**

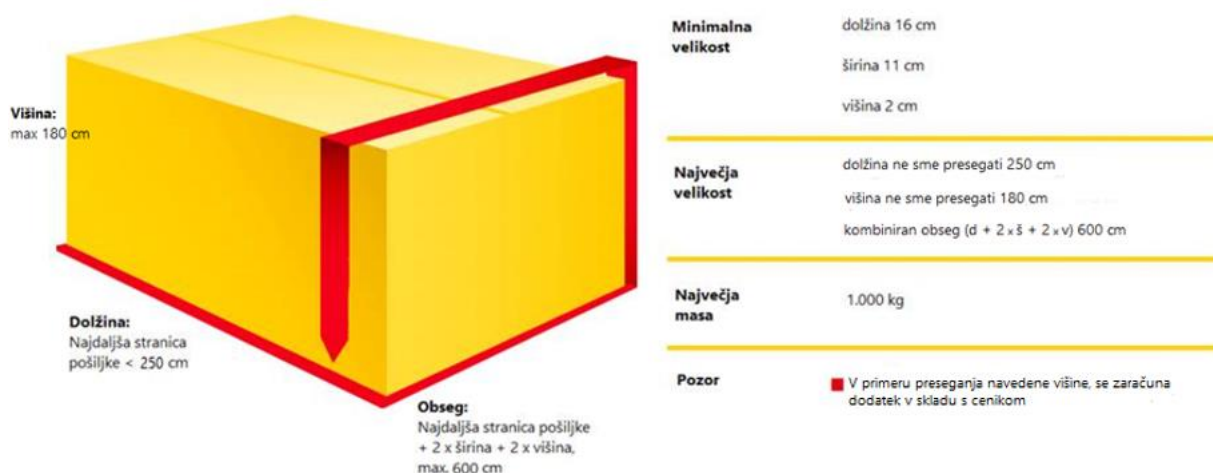
Dodatek ali druga vrsta pošiljke se zaračuna, če:

- so presežene navedene dimenzije,
- je pošiljka nepravilnih oblik,
- je pošiljka neustrezno embalirana.

Dolžina: Najdaljša stranica pošiljke < 160 cm	Length: Longest side of item: less than 160 cm
Obseg: Najdaljša stranica pošiljke + 2 x širina + 2 x višina, max. 360 cm	Girth: Longest side of item + 2x width + 2x height, max. 360 cm
Minimalna velikost	Minimum size
dolžina 16 cm	length 16 cm
širina 11 cm	width 11 cm
višina 2 cm	height 2 cm
Največja velikost	Maximum size
120 x 60 x 60 cm oziroma	120 x 60 x 60 cm or
dolžina ne sme presegati 160 cm	length may not exceed 160 cm
kombiniran obseg (d + 2 x š + 2 x v) 360 cm	combined girth (l + 2 x w + 2 x h) 360 cm
Največja masa	Maximum weight
31,5 kg	31.5 kg
Pozor	Caution

Dodatek ali druga vrsta pošiljke se zaračuna, če:	A surcharge or other type of postal item is charged if:
so presežene navedene dimenzije, je pošiljka nepravilnih oblik, je pošiljka neustrezno embalarana.	these dimensions are exceeded; the postal item is of an irregular shape; the postal item is inappropriately packaged.

- MojPaket Maxi:



Višina: max. 180 cm	Height: max. 180 cm
Dolžina: Najdaljša stranica pošiljke < 250 cm	Length: Longest side of item: less than 250 cm
Obseg: Najdaljša stranica pošiljke + 2 x širina + 2 x višina, max. 600 cm	Girth: Longest side of item + 2x width + 2x height, max. 600 cm
Minimalna velikost	Minimum size
dolžina 16 cm	length 16 cm
širina 11 cm	width 11 cm
višina 2 cm	height 2 cm
Največja velikost	Maximum size
dolžina ne sme presežati 250 cm	length may not exceed 250 cm
višina ne sme presežati 180 cm	height may not exceed 180 cm
kombiniran obseg (d + 2 x š + 2 x v) 600 cm	combined girth (l + 2 x w + 2 x h) 600 cm
Največja masa	Maximum weight
1.000 kg	1,000 kg
Pozor	Caution
v primeru preseganja navedene višine, se zaračuna dodatek v skladu s cenikom	in the event of the stated height being exceeded, a surcharge is applied in accordance with the price list

## Article 6

### (MojPaket Midi multiple items and MojPaket Maxi multiple items)

(1) *MojPaket Midi multiple items* represents a way for charging services, where a shipment comprises several individual *MojPaket Midi* parcels handed over for delivery on the same day, addressed to the same addressee and which the sender wishes to have delivered to the addressee at the same time. The fee for the service rendered shall be charged for each individual parcel, while additional

services shall be charged in the manner defined for each of the services listed in the section Additional services of these General Terms and Conditions.

- (2) *MojPaket Maxi multiple items* represents a way for charging services, where a shipment comprises several individual *MojPaket Maxi* parcels handed over for delivery on the same day, addressed to the same addressee and which the sender wishes to have delivered to the addressee at the same time. The fee for the service rendered shall be charged for each individual parcel or package, while additional services shall be charged in the manner defined for each of the services listed in the section Additional services of these General Terms and Conditions.
- (3) The condition for the posting of *MojPaket Midi multiple items* and *MojPaket Maxi multiple items* is that the sender provides the service provider with data on postal items in electronic form, where individual items for which the sender wishes to be charged as *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* must be addressed to the same addressee, where all address data must match, specifically the name and potential additional name of the addressee, the street and building number and the post code of the receiving post office. If the sender chooses one of the following additional services:
- *Delivery time,*
  - *Next day guaranteed delivery, or*
  - *Intra-city same day delivery – Ljubljana and Maribor,*
- it must be marked on all parcels and packages. If the address data and the above-described additional services do not match, shipments are not charged as *MojPaket Midi multiple items* or *MojPaket Maxi multiple items*, but are charged according to the price list for individual shipments.
- (4) If the sender does not prepare the e-data and postal items in accordance with the requirements in this article, the service provider shall process and accept items for delivery and bill them as individual *MojPaket Midi* or *MojPaket Maxi* postal items.
- (5) The sender may mark all individual items that comprise a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment or just one of the items that is part of a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment as potential other additional services for a shipment (e.g. *Delivery note, Document signature, Cash on delivery, Cash on delivery without payment order*).
- (6) Upon the delivery of a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, the addressee is required to collect all parcels, i.e. individual items making up the shipment, or in the event of non-acceptance to refuse all parcels, i.e. individual items making up the shipment. If the addressee only wishes to collect a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment in part (meaning only certain individual items that make up the shipment) and additional services *Delivery note, Document signature, Cash on delivery, Cash on delivery without payment document* have been marked on the shipments, the sender is required to provide the service provider with a *Sender order* for partial acceptance or for the return of the remaining postal items in accordance with Article 36 of these General Terms and Conditions.

## **ADDITIONAL SERVICES**

### **Article 7**

#### **(in general to additional services)**

- (1) All additional services selected by the sender must be marked on the list of submitted items or recorded in the e-data and on the waybill. If the data on the list of submitted items or in the e-data and waybill differ, the data that is recorded in e-data, or if the sender does not provide e-data, the data provided on the waybill shall be taken into account. In accordance with this, when

e-data differs from the data on the waybill (the additional service is recorded in the e-data but not marked on the waybill), the service provider allows the possibility of the services being charged but not rendered.

- (2) The sender is responsible for providing the service provider with complete and correct data that is required for the complete provision of the service.
- (3) If the sender selects an additional service that cannot be rendered in accordance with these General Terms and Conditions (e.g. delivery of *MojPaket Midi* shipments after 4 pm in the area of the receiving post office where the service provider does not provide this service), the service can be charged, but the service provider gives no guarantee regarding the suitable provision of the selected service.

#### ADDITIONAL SERVICES THAT CAN BE SELECTED BY THE SENDER

##### **Article 8 (Cash on delivery)**

- (1) *Cash on delivery* is a service in which an item is delivered to the item recipient against prior payment of the cash on delivery amount.
- (2) The sender shall be required to:
  - inscribe the words “Cash on delivery” or the “ODK” designation on the list of submitted items and on the item’s waybill, and enter the designation or code of the service in the e-data in accordance with the service provider’s instructions on the information solution the sender is using, including the cash on delivery amount;
  - attach a properly completed payment document, i.e. UPO QR form, to the postal item, requiring it to enter a 13-digit parcel tracking number and receiving post office number (e.g. CP123456789SI/2102) on the narrow part of the UPO QR form (UPO QR – confirmation) above the field “*Name of recipient*”.

The service provider submits the amount of the cash on delivery fee using form UPN QR to the sender as a single payment transaction made in cooperation with Nova KBM d.d., in accordance with the *General Terms and Conditions for Single Payment Transactions at Post Offices*.
- (3) If a payment document is not attached to an item on which the service *Cash on delivery* has been marked or if this payment document is not properly completed, the acceptance of the item can be rejected or the item, when the irregularity is identified during the delivery process, is returned to sender, charging the client for the costs of the provided item delivery service.
- (4) The service provider charges the item addressee the fee for the single payment transaction (payment fee for form UPN QR) in accordance with the valid price list published in the *General Terms and Conditions for Single Payment Transactions at Post Offices*, which is accessible on the service provider’s website, unless otherwise agreed contractually and the service provider charges the cost of the fee (the payment fee for form UPN QR) to the sender (selected add-on service *Contractual payment fee – VPL PG*).
- (5) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it may mark the service *Cash on delivery* on each individual item that comprises the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment or just on one of the items that is part of the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment. If the sender fails to mark the additional service on each individual item, but e.g. only on one of the items comprising the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, and the addressee does not wish to claim all the postal items (i.e. all individual items that comprise the shipment), the

sender shall provide the service provider with a *Sender order* for the partial acceptance or return of the remaining items for the shipments that the addressee does not wish to accept.

- (6) The service *Cash on delivery* shall be charged for each *MojPaket Midi multiple items* and *MojPaket Maxi multiple items* shipment on which the service is marked.

### **Article 9**

#### **(Contract commission)**

- (1) *Contract commission* is a service where the cost of commission for the payment document, which is attached to the shipment with the service *Cash on delivery*, shall be borne by the client.
- (2) The service *Contract commission* can be used by clients who concluded an agreement with the service provider on the payment of a fee for the payment of contractual cash on delivery amounts.
- (3) The sender shall be required to:
  - inscribe the words "Contract commission" or the designation "VPLPG" on the list of submitted items and item waybill, and enter the service designation or code in the e-data in accordance with the service provider's instructions on the information solution the sender is using;
  - print out the PG designation and agreement number on the attached payment document on the right side of the "Name, street and city of recipient" field or in the upper part of the "Signature of payer (stamp not mandatory)" field;

### **Article 10**

#### **(Cash on delivery without payment document)**

- (1) *Cash on delivery without payment document* is a service in which an item is delivered to the addressee against prior payment of the cash on delivery amount, with no payment document being attached to the postal item by the sender/client.
- (2) The sender/client shall be required to:
  - provide e-data, i.e. the parcel tracking number, bank account details (IBAN) into which the service provider transfers the recovered cash on delivery amount, BIC of bank, data on the recipient of the funds and reference number (if the sender does not provide the reference number, the service provider will enter the parcel's tracking number as the reference number);
  - inscribe the words "Cash on delivery without payment document" or the "ODKBN" designation on the list of submitted items and on the item's waybill, and enter the designation or code of the service in the e-data in accordance with the service provider's instructions on the information solution that the sender/client is using, including the cash on delivery amount;
  - notify the service provider regularly of changes to the bank account number;
  - return incorrectly transferred funds to the service provider's bank account.
- (3) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it may mark the service *Cash on delivery without payment document* on each individual item that comprises the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment or just on one of the items that make up the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment. If the sender fails to mark the additional service on each individual item, but e.g. only on one of the items comprising the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, and the addressee does not wish to claim all the postal items (i.e. all individual items that comprise the shipment), the sender shall provide the service provider with a *Sender order* for the partial acceptance or return of the remaining items for the shipments that the addressee does not wish to accept.

- (4) The service *Cash on delivery without payment document* shall be charged for each *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment on which the service is marked.
- (5) The service provider undertakes to remit funds to the client cumulatively on the basis of the agreed timetable (daily, weekly, twice a month, monthly) into their contractually agreed current account.
- (6) In the event that:
  - the client failed to report a change to the current account number,
  - the service is not marked/indicated in accordance with the service provider's instructions,
  - the electronic transmission of data does not comply with the service provider's instructions,the service provider can reject the acceptance of these items or, when the irregularity is identified during the delivery process, can return these items to the sender, charging the client for the costs of the provided item delivery service.
- (7) In the event of the client's past-due outstanding claims, the service provider retains the right to offset (compensate) its past-due claims arising from the services *Cash on delivery without payment document* immediately as soon as the offsetting conditions (compensation) are fulfilled, with the service provider notifying the client thereof in advance, at least three (3) days prior to the intended offsetting operation (compensation).

#### **Article 11 (Delivery note)**

- (1) *Delivery note* is a service where the postal item is delivered to the addressee against the prior approval of the delivery note (recipient's signature, as required also the entry of the first name and surname of the recipient), which is attached to the postal item. Upon the delivery of the postal item, the service provider ensures the return of the approved delivery note to the sender.
- (2) The sender shall be required to:
  - inscribe the words "Delivery note" or the "DOB" designation on the list of submitted items and on the item's waybill, and enter the designation or code of the service in the e-data in accordance with the service provider's instructions on the information solution that the sender is using;
  - attach a delivery note, which is to be returned, to the postal item. The field designated for the recipient's signature and field for the entry of the first name and surname of the recipient must be clearly indicated on the delivery note.
- (3) If the delivery note is not attached to the postal item with the marked service *Delivery note*, the service provider can reject the acceptance of this item or, when the irregularity is identified during the delivery process, can return the item to sender, charging the client for the costs of the provided item delivery service.
- (4) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it may mark the service *Delivery note* on each individual item that comprises the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment or on just one of the items that make up the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment. If the sender fails to mark the additional service on each individual item, but e.g. only on one of the items comprising the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, and the addressee does not wish to claim all the postal items (i.e. all individual items that comprise the shipment), the sender shall provide the service provider with a *Sender order* for the partial acceptance or return of the remaining items for the shipments that the addressee does not wish to accept.
- (5) The service *Delivery note* shall be charged for each *MojPaket Midi multiple items* and *MojPaket Maxi multiple items* shipment on which the service is marked.

**Article 12**  
**(Document signature)**

- (1) *Document signature* is a service where the postal item is delivered exclusively in person to the addressee against the prior approval or signature of the document that is attached to the postal item. Prior to the delivery of the postal item, the addressee has to submit to the service provider the required personal document to identify the addressee in the manner and under the conditions agreed on in writing by the sender and the service provider in accordance with these General Terms and Conditions and the price list.
- (2) The sender shall be required to:
  - inscribe the words "Document signature" or the "POD" designation on the list of submitted items and on the item's waybill, and enter the designation or code of the service in the e-data in accordance with the service provider's instructions on the information solution that the sender is using;
  - attach a pre-completed document, which is the subject of this service, to the postal item. The field designated for the addressee's signature and field for the entry of any of the addressee's identification data must be unambiguously marked on the document. If several documents that the addressee must sign are enclosed with a postal item, the sender must also enclose a specification/list of the documents that must be returned, as well as unambiguously marking in all the documents the field for the addressee's signature and the field for the entry of any identification data of the addressee, if these need to be entered in a particular document.
- (3) The service provider can also identify the addressee in electronic form, on the specific condition that the sender has first indicated on the address side of the postal item one of the following designations, depending on the service being used by the sender:
  - "Document signature – Leanpay" or the designation "PODL" or
  - "Document signature – Summit Leasing" or the designation "PODS"and has ensured that the identification information is uploaded in the agreed information environment and the addressee has been sent the verification code for accepting the item.
- (4) The information for the identification of the addressee includes the first name, surname and address of the addressee, the date of birth, number, title of the personal identification document and/or indication of the issuer of the personal identification document and/or the date of issue of the document and/or the verification code to claim the postal item. The service provider verifies the information by inspecting the personal identification document, or enters the number, title and/or issuer of the personal identification document and/or date of issue of the personal identification document on the attached document or in the agreed information environment, with the service provider also entering the verification code to claim the item.
- (5) The sender issues a guarantee to the service provider that it has the relevant legal basis in place for the provision of the addressee's identification data under this article of the General Terms and Conditions; otherwise it is independently liable for processing this personal data when someone orders the service *Document signature*, *Document signature – Leanpay* or *Document signature – Summit Leasing*.
- (6) The addressee that the sender identified on the accompanying documentation of the postal item that was provided to the service provider undertakes to provide the service provider with a valid personal identification document indicated on the postal item's accompanying document, and to enter the verification code that it received to provide this service or allow it to be entered in the provider's electronic device. If this is not completed, it shall be solely liable for any incomplete or false data that would prevent the service provider from completing the delivery, and in agreement

- with the sender would have to return the postal item to sender. The consequences of the return of the postal item shall be arranged by the addressee directly with the sender.
- (7) If the addressee is a legal entity, the sender must enter on the item in the address field the first and last name of the legal entity's authorised representative to whom the postal item is to be delivered under this article of the General Terms and Conditions.
  - (8) If the document was enclosed with the postal item in paper form, after the identification is completed it shall be returned to sender, while in the case of electronic identification after receiving approval of the entered mandatory data, the service provider shall deliver the item, thus deeming the service rendered.
  - (9) If the document for signing is not attached to the postal item with the marked service *Document signature*, is not properly completed or does not contain the specification/list of documents that are subject to return, the service provider shall not be liable for any erroneous or incomplete provision of services. In this case, the service provider can also reject the acceptance of this item or, when the irregularity is identified during the delivery process, can return this item to sender, charging the client for the costs of the provided item delivery service.
  - (10) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it may mark the service *Document signature*, *Document signature – Leanpay* or *Document signature – Summit Leasing* on each individual item that comprises the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, or on just one of the items that make up the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment. If the sender fails to mark the additional service on each individual item, but e.g. only on one of the items comprising the *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, and the addressee does not wish to claim all the postal items (i.e. all individual items that comprise the shipment), the sender shall provide the service provider with a *Sender order* for the partial acceptance or return of the remaining items for the shipments that the addressee does not wish to accept.
  - (11) The service *Document signature*, *Document signature – Leanpay* or *Document signature – Summit Leasing* will be charged for each *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment on which the service is marked.

### **Article 13 (Delivery time)**

- (1) Delivery time is a service where the sender can select the approximate time of delivery within the framework of the service provider's offered options for specific delivery areas, as follows:
  - *Delivery by 10 am,*
  - *Delivery after 4 pm,*
  - *Delivery between 6 pm and 8 pm (only applicable for Ljubljana).*The list of delivery areas for a specific type of postal item is an integral part and appendix to these General Terms and Conditions.
- (2) If the sender posts a *MojPaket Midi multiple items* shipment, the same time of delivery must be indicated on each individual item that comprises the *MojPaket Midi multiple items* shipment. If the sender fails to indicate this additional service on each individual item, or a different time of delivery is selected on individual items that comprise the *MojPaket Midi multiple items* shipment, these postal items are not charged as a *MojPaket Midi multiple items* shipment, but are charged individually.
- (4) The service *Time of delivery* shall be charged for each *MojPaket Midi multiple items* shipment. The selected time of delivery must be marked on the list of submitted items and on the item's waybill,

and recorded in the e-data in accordance with the service provider's instructions on the information solution that the sender is using.

- (5) If the shipment with the service *Time of delivery* was not delivered on the first attempted delivery, the service *Time of delivery* is disregarded if re-delivery of the postal item has been ordered.
- (6) The service is only provided during weekdays, i.e. from Monday to Friday. If a postal item arrives at the post office on Saturday and delivery to the addressee's address is carried out on Saturdays, the service *Time of delivery* is disregarded, with postal items generally delivered to the addressee in the morning.

#### **Article 14** **(Advice of receipt)**

- (1) *Advice of receipt* is a service in which the recipient confirms the delivery of a postal item by signature on a special form *Povratnica – Advice of receipt*. The service provider returns the advice of receipt to the sender as an ordinary letter.
- (2) The "AR" designation must be on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the service provider's instructions on the information solution the sender is using.
- (3) The advice of receipt is completed by the sender, specifically the data on the sender/recipient of the advice of receipt and addressee of the item, and is attached to the shipment.
- (4) If the advice of receipt is not attached to the postal item with the marked service *Advice of receipt* or is not completed correctly, the service provider can reject the acceptance of this postal item or, when the irregularity is identified during the delivery process, can return the item to sender, charging the client for the costs of the provided item delivery service.
- (5) If the sender posts a *MojPaket Midi multiple items* shipment, it must indicate the service *Advice of receipt* on each individual item that comprises the *MojPaket Midi multiple items* shipment. If the addressee does not wish to claim all the postal items (i.e. all the individual items that make up the shipment), the service provider shall return the shipments, the acceptance of which is refused by the addressee, to the sender.
- (6) The service *Advice of receipt* shall be charged for each *MojPaket Midi multiple items* shipment on which the service is marked.

#### **Article 15** **(Manual handling)**

- (1) The service provider sorts *MojPaket Midi* and *MojPaket Midi multiple items* shipments by machine (automated (machine) handling). *Manual handling* is the service that the sender selects for an item that cannot be machine sorted (e.g. item with irregular (sharp, protruding parts) or cylindrical shape (tubes), the item contains various liquid or bulk substances that are not packed in appropriate packaging for transport and in the event of spillage could damage the device).
- (2) The "RMA" designation must be indicated on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using.
- (3) If the sender does not select the service *Manual handling* and the service provider in receiving the item determines that due to the stated properties the item cannot be machine sorted, the service provider will charge the sender a *Manual handling* surcharge upon receiving the item.
- (4) The service is charged per individual *MojPaket Midi* item or *MojPaket Midi multiple items*, which requires manual handling from the service provider.

**Article 16**  
**(Height surcharge)**

- (1) The *Height surcharge* is a service the sender selects in the case that the absolute height of the item (together with pallet and packaging) due to its contents (goods) exceeds the height of 180 cm.
- (2) The "DNV" designation must be on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information system that the sender is using.
- (3) The sender submits the item referred to in the first paragraph of this article for carriage on an appropriate pallet, and the service provider delivers it to the address, specifically at the entrance to the building. For these postal items there is no service of *Delivery with carriage into residence*.
- (4) Postal items that exceed the absolute height of 230 cm will not be accepted for carriage in accordance with these General Terms and Conditions. The sender checks the possibility of carriage of such item in advance with the service provider.

**Article 17**  
**(Postage paid by addressee)**

- (1) *Postage paid by addressee* is a service with which the sender indicates that the postage for the delivery of a postal item shall be paid by the addressee. The postage amount is determined during receipt and is set out in the agreement between the client and service provider.
- (2) If the addressee fails to claim the postal item, the client shall pay twice the value of postage.
- (3) The "PPN" designation must be on the address side of the postal item and on the list of submitted items, and the designation or code of the service must be entered in the e-data in accordance with the service provider's instructions on the information solution that the sender is using.
- (4) This service can be provided in the following ways:
  - Upon submitting an item, the sender determines that the postage shall be paid by the addressee.
  - The client concludes an agreement (PPN A) with the service provider for customers to send (return) it goods such that the postage for the delivery of the returned goods is paid by the client itself upon delivery. The customers themselves complete the waybill upon sending (returning) the goods to the sender/client, or the waybill can be provided to them in pre-printed form by the client.
  - The client provides a written order for goods to be collected at a specific address and delivered to a specified address (PPN B). Postage for the rendered service shall be paid by the client that provided the written order for collection. If the collection locations and times for claiming shipments are contractually defined, postal items shall be collected in accordance with the contractual provisions. The billing of such shipments takes place by charging for shipments separately (listing the name of a client's branch) on an invoice that the service provider sends to the client.

If the collection locations and times are not set out in an agreement, the client shall provide the service provider with a form for ordering collection, while the service provider carries out the collection of postal items in accordance with its available capacities, as a rule on the following business day or on the same day, if the order is submitted by 1 pm. The service can also be used, for example, in the case of collecting goods subject to a complaint without the simultaneous delivery of new goods. In case of the provision of the PPN B service without contractually determined collection locations and times, the collection of goods shall be

charged in accordance with the applicable price list and in accordance with the contractual provisions.

- (5) For postal items for which postage shall be paid, the client may agree with the service provider that the collection of items takes place at the addresses of the client's customers, requiring the collection locations and times to be contractually agreed in advance.

### **Article 18** **(Delivery with carriage)**

- (1) *Delivery with carriage* is a service with which the sender selects the delivery of a postal item to a residence (e.g. into a specific area, room) or into business premises (e.g. into a certain area, office), which is specified by the addressee upon delivery, provided that the delivery route is safe and unhindered access is provided. The service shall not be rendered if the safety of the delivery personnel is jeopardised or access is hindered; in that case the delivery of the shipment proceeds up to the first obstacle, with the service provider charging for this service nevertheless in accordance with its applicable price list. Despite being possibly selected, this service is also not possible if the height of the item exceeds 180 cm.
- (2) If a shipment is addressed to a legal entity or institution, the sender shall enter on the waybill the area/room into which the shipment is to be delivered (e.g. office number). It is recommended to also enter the phone number of the person who will collect the shipment.
- (3) The "DVS" designation must be indicated on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using.
- (4) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it must indicate the service *Delivery with carriage* on each individual item for which it wishes to implement the service. If the sender fails to mark the additional service on each individual postal item, the service provider shall not provide the service for postal items without the appropriate designation.
- (5) The service *Delivery with carriage* shall be charged for each *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment on which the service is marked.

### **Article 19** **(Removal of goods subject to a complaint)**

- (1) *Removal of goods subject to a complaint* is a service with which the service provider, upon the delivery of new goods, also collects the same type of goods subject to a complaint from the addressee (e.g. refrigerator for a refrigerator, mattress for a mattress).
- (2) The addressee undertakes to properly prepare the goods it is returning for removal (turn-off/disconnect the device/appliance from the network, defrost the refrigerator, release water from the washing machine, check there is no leakage from the appliances, the mattresses must be placed in a plastic bag or wrapped in thicker plastic foil, etc.), and ensure appropriate protection of the goods during transport. The removal of the goods subject to a complaint shall not take place if the addressee of the goods did not properly prepare and protect the goods. In this case, the service provider is not liable for the failure to provide the service, as this is arranged by the sender itself together with the addressee.
- (3) When collecting goods subject to a complaint, the service provider shall not be liable for potential damage to the goods, as during the collection the service provider cannot check the quality and compliance of the goods, nor can liability for damage to the goods that is being returned be established.

- (4) Subsequent collection of goods, if the goods were not collected at the time of delivery, shall be charged additionally in accordance with the agreement between the service provider and the client, applying the service *Postage paid by addressee (PPN B)*.
- (5) The "ORB" designation, including the address to which the shipment is being returned, must be indicated on the list of submitted items and on the waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using.
- (6) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it must indicate the service *Removal of goods subject to a complaint* on each individual item for which it wishes to implement the service. If the sender fails to mark the additional service on each individual postal item, the service provider shall not provide the service for postal items without the appropriate designation.
- (7) The service *Removal of goods subject to a complaint* shall be charged for each *MojPaket Midi multiple items* and *MojPaket Maxi multiple items* shipment on which the service is marked.

## **Article 20**

### **(Removal of old goods)**

- (1) *Removal of old goods* is a service with which the service provider, upon the delivery of new goods, also collects the same type of old goods from the addressee (e.g. refrigerator for a refrigerator, mattress for a mattress).
- (2) The addressee undertakes to properly prepare the goods it is returning for removal (turn-off/disconnect the device/appliance from the network, defrost the refrigerator, release water from the washing machine, check there is no leakage from the appliances, prevent doors of appliances from opening, protect sharp and/or protrusive parts to prevent injuries to employees and to other postal items during transport, worn mattresses must be placed in a plastic bag or wrapped in thicker plastic foil, etc.).
- (3) Old goods shall be delivered by the service provider to the nearest disposal site or nearest collection centre for the management of this type of waste. If the client itself concluded an agreement with any collection centre for the management of this type of waste, it may arrange the removal of waste to another location in accordance with the agreement.
- (4) The service provider shall accept old goods on behalf of the client and obtain confirmation of collection from the provider of the waste management service, sending this confirmation once a month to the client's address at the latter's request. Upon delivery of the old goods, the service provider shall pay no fee to the provider of the waste management service for the eco-friendly destruction of the goods.
- (5) The "OSB" designation must be indicated on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using, also indicating *Disposal site* or address of the disposal site if the client has an agreement in place with a waste management centre.
- (6) Subsequent collection of goods, if the goods were not collected at the time of delivery, shall be charged additionally in accordance with the agreement between the service provider and the client, applying the service *Postage paid by addressee (PPN B)*.
- (7) If the sender posts a *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipment, it must indicate the service *Removal of old goods* on each individual item for which it wishes to implement the service. If the sender fails to mark the additional service on each individual postal

item, the service provider shall not provide the service for postal items without the appropriate designation.

- (8) The service *Removal of old goods* shall be charged for each *MojPaket Midi multiple items* and *MojPaket Maxi multiple items* shipment on which the service is marked.

## **Article 21**

### **(Next day guaranteed delivery)**

- (1) *Next day guaranteed delivery* is a service where the service provider guarantees the sender that a postal item will be delivered the next business day following the receipt of the postal item.
- (2) The "D+1" designation must be indicated on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using, as well as indicating the *D+1* inscription in the upper right corner of the waybill.
- (3) The service is only provided during weekdays, i.e. from Monday to Friday.
- (4) Shipments with the service *Next day guaranteed delivery* must be separated upon their collection or posting from the shipments without the service *Next day guaranteed delivery*.
- (5) The service *Next day guaranteed delivery* shall not be provided if delivery is not possible due to delays resulting from force majeure, strikes or circumstances that pose a hazard to a delivery person.
- (6) If the sender posts a *MojPaket Midi multiple items* shipment, it must indicate the service *Next day guaranteed delivery* on each individual item for which it wishes to implement the service. If the sender fails to mark the additional service on each individual postal item for which it wishes to implement the service, the service provider shall not provide the service for postal items that are not appropriately marked.
- (7) The service *Next day guaranteed delivery* shall be charged for each *MojPaket Midi multiple items* shipment on which the service is marked.

## **Article 22**

### **(Intra-city same day delivery)**

- (1) *Intra-city same day delivery* is a service where a postal item is delivered on the day of receipt. The service is provided in Ljubljana and Maribor (receipt and delivery by the same receiving post office, e.g. 1000 Ljubljana and 2000 Maribor) on business days, i.e. from Monday to Friday. Postal items shall be handed over to the service provider by no later than 4 pm.
- (2) The "D+0" designation must be indicated on the list of submitted items and on the item's waybill, and the designation or code of the service must be entered in the e-data in accordance with the instructions on the service provider's information solution that the sender is using, as well as indicating the *D+0* inscription in the upper right corner of the waybill.
- (3) The list of submitted items with the service *Intra-city same day delivery* must be prepared separately from the list of the other items for delivery without the service *Intra-city same day delivery*. The postal items with the service *Intra-city same day delivery* must be separated upon receipt or handover from the items without the service *Intra-city same day delivery*.
- (4) If the sender wishes the service provider to collect shipments at the sender's location or at a location determined by the sender, it must submit to the service provider a phone order to collect the shipment. The service provider shall deliver the postal item to the addressee within two hours of receiving a phone order for the postal item collection at the sender's location. The sender must submit the phone order for item pickup to the service provider by 4 pm.

- (5) If the sender posts the postal item at a post office, it shall be delivered within two hours of receipt. The sender must post the postal item at the post office by 4 pm.
- (6) If the sender posts a *MojPaket Midi multiple items* shipment, it must indicate the service *Intra-city same day delivery* on each individual item for which it wishes to implement the service. If the sender fails to mark the additional service on each individual postal item for which it wishes to implement the service, the service provider shall not provide the service for postal items that are not appropriately marked.
- (7) The service *Intra-city same day delivery* shall be charged for each *MojPaket Midi multiple items* shipment on which the service is marked.

### **Article 23 (Declared value)**

- (1) *Declared value* is a service where the sender indicates the value on a shipment that corresponds to the actual value of the contents of a shipment, which cannot exceed EUR 4,200.00. If these are goods valued between EUR 4,200 and EUR 10,000, this is separately determined in an agreement between the client and the service provider. The service provider handles these shipments according to special procedures that ensure a higher level of shipment security.
- (2) The sender undertakes to inscribe the words "Declared value" or the "V" designation on the list of submitted items and on the item's waybill, and enter the designation or code of the service in the e-data in accordance with the instructions on the service provider's information solution that the sender is using.
- (3) Upon posting a shipment the sender undertakes to select the service *Declared value* if the actual value of the shipment contents exceeds EUR 420.00. If the sender fails to indicate the value, the service provider shall deem that the actual value of the shipment does not exceed EUR 420.00.
- (4) Notwithstanding the previous paragraph of this article, the sender may select the service *Declared value* also for shipments whose value does not exceed EUR 420.00.

### **Article 24 (Dangerous goods under restrictions)**

- (1) *Delivery of dangerous goods under restrictions* is a service (hereinafter: NBO or NBO service), which the service provider provides if the sender posts a shipment that contains dangerous goods in restricted quantities or new batteries. Items are delivered in the manner and under the conditions agreed on in writing by the sender and the service provider in accordance with the terms and conditions of delivery, which are set out in the following paragraph of this articles, and in the price list.
- (2) The sender shall adhere to and take into account the types of dangerous goods, limited quantities and conditions for receipt determined by the service provider in the *List of dangerous goods in limited quantities* (hereinafter: List), *Instructions for the transport of dangerous goods subject to ADR exemptions* (hereinafter: Instructions) and the *User Manual – transport of dangerous goods*, which are published on the website: [www.posta.si](http://www.posta.si)
- (3) The service provider charges the sender that selects a NBO service under this article of the General Terms and Conditions for this service in accordance with the service provider's applicable price list.
- (4) The sender that concludes a written agreement under the first paragraph of these General Terms and Conditions with the service provider also takes responsibility for and guarantees that the goods will be equipped, packaged and labelled in accordance with the applicable legislation and regulations, and delivered under the conditions and in the manner set out in detail in the

Instructions and these General Terms and Conditions. The sender undertakes not to send the goods that the service provider does not accept for delivery, and to only send the goods that the service provider accepts for delivery in quantities that are no higher than permitted, in accordance with the Instructions and the List.

- (5) The condition for the acceptance of shipments with the NBO service is that the sender appropriately marks the service in the receiving systems each time, including an indication of the data on total gross weight of goods. Prior to the first submission of dangerous goods of the same type, the sender must provide the service provider at the email [nevarno.blago@posta.si](mailto:nevarno.blago@posta.si) with the suitable safety data sheets and other documents that can be required by the service provider (statement, etc.).
- (6) Even after accepting a shipment with the NBO service, the service provider can still reject its delivery for justified reasons.
- (7) The sender shall be liable for all direct and/or indirect damage that would incur as a result of failing to select the relevant service and/or obtain the service provider's prior written approval, including for all direct and/or indirect damage that would incur as a result of inadequate equipment, packing and labelling of goods or a breach of the sender's other obligations regarding the posting of NBOs or batteries. Reimbursement of damage shall include indirect damage in any form that the service provider might be required to pay to third parties, costs incurred on the service provider's equipment, and any costs associated with the special handling of such item.
- (8) Delivery of shipments with the selected NBO service to an alternative delivery point (service station, parcel locker, parcel delivery box) or delivery of the shipment to the addressee without confirmation of acceptance/collection is not possible. If a shipment cannot be handed over at the address, the service provider leaves a notice in the residential letterbox or free-standing letterbox or in an appropriate place stating the collection location and the deadline up to which the item can be collected.
- (9) The service provider's List, Instructions and Manual with the detailed terms of delivery of dangerous goods under these General Terms and Conditions shall be available to users in their valid form on the service provider's website [www.posta.si](http://www.posta.si).

#### ADDITIONAL SERVICES THAT CAN BE SELECTED BY THE SERVICE PROVIDER

##### **Article 25**

##### **(Collection of goods – PPN B)**

*Acceptance of goods* is a service where the client provides a written order for the collection of goods at a specific address, while the service provider collects the goods at that address. The service is rendered together with the service *Postage paid by addressee (PPN B)*, which is indicated in the third indent of the fourth paragraph of Article 17 of these General Terms and Conditions.

##### **Article 26**

##### **(Manual acceptance of item)**

- (1) *Manual acceptance of item* is a service that the service provider charges the sender in accordance with its price list if the sender fails to provide e-data when posting an item, thus requiring the service provider to manually enter the item into the information system.
- (2) The service is charged per individual postal item accepted without prior submission of e-data into the service provider's system. In such case, the service provider does not guarantee that these items will be entered into the service provider's system on the same day.

## **Article 27**

### **(Return shipment upon irregularity)**

- (1) *Return shipment upon irregularity* is a service that the service provider charges the sender in accordance with its price list when returning a shipment to sender if that shipment was not suitably/properly prepared for receipt, in accordance with these General Terms and Conditions (e.g. the shipment has the marked service *Delivery note*, but there is no delivery note attached to the shipment; the shipment has the marked service *Cash on delivery*, but there is no payment document attached to the shipment; the shipment was posted in inappropriate packaging; the shipment contains prohibited contents). Such item shall be returned to sender. The item shall also be returned to sender when it displays an incorrect or an incomplete address, and the service provider could not determine the correct address.
- (2) The service is charged per individual item that the service provider must return to sender.

## **III. CONDITIONS FOR RECEIPT AND DELIVERY OF MOJPAKET POSTAL ITEMS**

### **Article 28**

#### **(provisions on labelling and sealing postal items)**

- (1) Packaging and labelling postal items is the exclusive responsibility of the sender, where the labelling may not be misleading for the service provider (e.g. items may not have old (outdated) waybills, incorrect addresses, labels or markings indicating content not contained in the item).
- (2) The external packaging or wrapping must ensure that the item's contents, that of other postal items, postal employees, equipment and buildings are secure from potential damage and malfunctions. Packaging for postal items may include boxes from cardboard, wood or other suitable material, crates or other suitable packaging that ensures that the contents of the postal item are completely protected. When using second-hand packaging, its firmness and lack of damage, in particular, need to be verified. The use of letter envelopes and cloth bags is not permitted. The use of padded envelopes and plastic (PVC) bags is permitted only in the case of sending parcels the content of which is not breakable or fragile.
- (3) The internal protection of the contents of the postal item must ensure that the contents of the postal item, the contents of other postal items, postal employees, equipment and buildings are secure from damage and breakage. All fragile and/or sharp objects must be well wrapped, and the space between the contents placed into the postal item and the packaging must be filled with a protective substance such that during transport the contents cannot move, be damaged or lost or cause harm to postal staff, property or other goods. When sending liquids, semifluids, fatty substances, powders and bulk grains, the content must be additionally protected so that in the event of damage the inner packaging retains the contents and prevents the leakage or spillage of the contents.
- (4) The sender must ensure that the content (goods) is correctly and adequately packaged for the performance of all activities that the service provider must provide during transit of the item (transport, sorting, delivery) and that it is equipped with all markings in accordance with the requirements, conditions and restrictions set out in these General Terms and Conditions that affect postal items and the characteristics of the content (goods), so that the items will not be lost or

damaged during transit, and that there will be no injuries to postal employees or damage to property or other goods. When sending contents vulnerable to blows, packaging of hard, inflexible material should be used. For correct labelling of goods, senders can turn to the Manual for Correct Labelling of MojPaket Shipments for assistance, which is available on the service provider's website.

- (5) If the contents of a postal item require a particular method of handling and transport, the sender must also place an appropriate indication on the item to serve as a warning and instruction for handling (e.g. "glass" for fragile/sensitive contents, "this way up" arrows, "top/bottom" and other indicators showing the method of transport, and so forth). The designations on the packaging do not relieve the sender of its liability to use packaging and the required protection for the contents of the shipment in accordance with this article.
- (6) When posting a shipment, the sender acknowledges that it is informed that the delivery of the posted shipment requires packaging that protects the goods during transport and during its handling with equipment for automated sorting and mechanical processing (e.g. the packaging must be produced from materials that withstand a drop from a height of 80 cm on the edge, corner or flat surface of the item and keep the contents undamaged), and also against various climatic and/or atmospheric conditions, and packaging that prevents access to the contents without visible traces. If sales/commercial packaging does not meet the requirements, the sender must provide additional protection for such goods.
- (7) The sender must ensure that the packaging and shipment and/or the contents of the shipment are not damaged and/or do not show signs of any type of damage. The service provider shall not accept for dispatch postal items that upon handover or receipt show external signs of damage on the packaging and shall return them to the sender.
- (8) If the sender posts a shipment with inappropriate packaging, the service provider reserves the right to charge for the additional service *Manual handling* for such shipment. Such postal item can also be refused upon acceptance by the service provider.
- (9) The sender shall correctly complete the waybill and, as required, add visual symbols that depict the selected additional services (as defined in the Manual for Correct Labelling of MojPaket Shipments).
- (10) Postal items may not be equipped with outdated, invalid waybills (i.e. waybills from other service providers, the service provider's waybills), other addresses and other barcodes. This is a disruptive factor in the item delivery phase, and as a result can lead to deliveries of postal items to the wrong addressees, to incorrect sorting of postal items, and thus to prolonged postal item delivery deadlines.
- (11) When preparing the packing and labelling of postal items, the sender/client may use the service provider's information technology tools and services, for which the technical instructions and descriptions of services are available to users on the service provider's website [www.posta.si](http://www.posta.si), and for clients under contracts also from the service provider's contract administrator. The sender/client must carefully store the assigned usernames, passwords and accesses to the software solutions that it received from the service provider, and protect them from disclosure to unauthorised third parties. If a sender/client requests several passwords/accesses from the service provider via the procedure set out by the service provider, it shall be responsible for their management and assignment within the scope of its operations. The service provider shall not be liable for the accuracy of information received from the sender/client, and the sender/client shall bear sole responsibility for any potential abuse of usernames and passwords.
- (12) The service provider does not accept postal items where two or more items (parcels) that are bound together are labelled with only a single waybill (shipping label).

**Article 29**  
**(acceptance documentation)**

- (1) If the sender does not post postal items by submitting e-data to the service provider it is required to provide a list of submitted items in two copies in paper form by no later than the collection or posting of items at the post office. In this case, upon the receipt of the postal item, the service provider charges for the service *Manual acceptance of postal item*, not guaranteeing that these items will be accepted for delivery on the day they were posted by the sender.
- (2) If the sender submits postal items to the service provider for which no data was entered in the list of submitted items, the data is entered by the service provider, which is charged according to the applicable price list.
- (3) If the sender fails to hand over the list of submitted items, the service provider reserves the right to retain the items until such list is produced or return them to sender, charging the sender for the service *Return of shipment upon irregularity*.
- (4) If the postal items for which the sender entered data in the list of submitted items were not submitted to the service provider, the service provider does not accept such data from the list of submitted items or disregards it, as the item had not been submitted to the service provider for delivery on the date on which the list of submitted items had been produced.

**Article 30**  
**(addressing shipments – addressee’s and sender’s address)**

- (1) The addressee’s and sender’s address must be correctly and legibly stated on the postal item in accordance with the Manual for Correct Addressing of Shipments, which is available on the service provider’s website.
- (2) The addressee’s and sender’s address shall be deemed to have been stated correctly when the required data on the item is listed in the following order:
  - first name and surname of addressee/sender or name of company, institution, etc.;
  - street name and house number, or settlement name and house number; If there are multiple streets with the same name in the area of a specific post office, the name of the settlement shall be printed on the same line before the indicated street name and house number;
  - post code and name of receiving post office.

If the addressee uses a special post code, the addressee’s address shall be deemed to have been stated correctly when the required data on the item is listed in the following order:

- name of company, institution, etc.;
- special post code and name of receiving post office.

If the addressee has concluded a written agreement on use of a post office box, the addressee’s address shall be deemed to have been stated correctly when the required data is listed on the item in the following order:

- addressee’s first name and surname or name of company, institution, etc.;
- street name and house number, or settlement name and house number, and/or the abbreviation p. p. followed by the post office box number;
- post code and name of receiving post office.

**ADDRESSING TO SERVICE PROVIDER’S DELIVERY POINT**

If the addressee wishes to pick up the item at any of the service provider’s delivery points, the sender must correctly address the item as set out below.

**Pickup at PS Paketomat parcel lockers:**

- addressee's first name and surname, followed by the addressee's telephone number in parentheses;
- the designation PS Paketomat;
- location of parcel locker (street and house number);
- post code and name of the parcel locker's receiving post office.

**Pickup at service station (SS):**

- addressee's first name and surname, followed by the addressee's telephone number in parentheses;
- the designation SS and the name of the service station;
- location of service station (street and house number);
- post code and name of service station's receiving post office.

**Pickup of poste restante items:**

- addressee's first name and surname or name of company, institution, etc.;
- designation "Poste restante";
- post code and name of post office.

The designation "*Poste restante*" shall not be considered the sender's address.

**Acceptance of postal item at post office:**

- addressee's first name and surname, followed by the addressee's telephone number in parentheses;
- Post office pick up;
- post code and name of receiving post office.

**Pickup at parcel delivery box:**

- addressee's first name and surname, followed by the addressee's telephone number in parentheses;
- designation Direct4.me parcel delivery box;
- location of parcel delivery box (street and house number);
- post code and name of post office.

- (3) The addressee's telephone number, mobile phone number and email address, and any additional information that could aid in the delivery of the item (e.g. addressee's microlocation, any details about the addressee's address) are not required, but are recommended for the successful delivery of the item, the electronic notification of addressees about the delivery status of their items and/or change to the delivery address and date, and other communication with the service provider, in accordance with the service provider's conditions (e.g. sending SMS and/or email notices, calling the addressee prior to delivery). The sender's telephone number and email address are recommended for contacting the sender in the event of any errors in the data, in case of a need for additional information for delivery and for other electronic communication with the service provider if required for delivery.
- (4) The service provider does not verify the identity of the owner of the addressee's email address and mobile phone number, and has no information on or influence over the contractual relationship between the addressee and the mobile operator.
- (5) Each item must be addressed to a single addressee.

### **Article 31**

#### **(prohibited content of shipments and conditions of the delivery of dangerous content as an exception from the prohibited content of shipments)**

- (1) The sender is liable for the appropriate content of shipments.
- (2) Postal items may not contain the following:
  - dangerous items and substances which could damage other postal items and work equipment, or injure personnel who handle postal items, during transport;
  - explosive, flammable, radioactive and other hazardous substances, unless they are exchanged between institutions competent for that activity in the manner and under the conditions prescribed by law (e.g. ammunition, weapons, parts for weapons, replicas of weapons, poisons, inactive explosives and similar hazardous substances);
  - narcotics and psychotropic substances, unless the sender or addressee is a person authorised by law to trade in or use such substances;
  - live animals;
  - highly perishable goods and goods requiring temperature control during transport (e.g. fresh fruit, fresh vegetables), which may be sent in exceptional cases upon prior agreement with the service provider;
  - liquids, which may only be sent in exceptional cases upon the prior written approval of the service provider if appropriate internal packaging is provided that prevents spillage in the event of damage to the item (e.g. hermetically sealed bags);
  - gold and other precious metals, precious stones, cash and securities. To send the above items, the sender must select the Value-declared letter or Value-declared business letter services;
  - other substances and items the sending or transport of which is prohibited under the law, unless specified as exceptions from the prohibited content of shipments by the service provider in the Instructions for the Carriage of Dangerous Goods (ADR Exemptions) and under Article 24 of these General Terms and Conditions.
- (3) Dangerous goods under this article can only be sent by the sender in exceptional cases, if the service provider after inspecting the dangerous goods' safety documents provides written approval for accepting the shipment with dangerous goods hereunder for transport, and a written agreement has been concluded between the service provider and sender on the basis of this service provider's approval, in accordance with the provisions of the Instructions for the Carriage of Dangerous Goods (ADR Exemptions) and these General Terms and Conditions.

### **Article 32**

#### **(responsibility of sender for contents and preparation of item)**

- (1) Acceptance of parcels containing prohibited content shall not mean that the service provider will deliver the shipment, but that it may refuse the delivery of such item at its own discretion. This also applies to permissible exceptions from the List of dangerous goods.
- (2) If a damage event occurs to a postal item during carriage because the sender did not submit the item in accordance with the General Terms and Conditions, they shall be bound to reimburse the service provider for any damage arising during carriage of such item. Reimbursement of damage shall include indirect damage in any form that the service provider might be required to pay to third parties, costs incurred on the service provider's equipment, staff or other property, and any costs associated with the special handling of such item. The sender is also liable for damages caused by a failure to meet the conditions for the acceptance of postal items under Section III of these General Terms and Conditions. The sender is also liable when the service provider accepts such item for delivery. If the sender adhered to the conditions for the acceptance of postal items

under Section III of these General Terms and Conditions and errors occurred due to the service provider's misconduct, the sender shall not be held liable for the damage.

- (3) If the shipment contains prohibited substances the shipment will not be delivered to the addressee, and the service provider will notify the sender, which may claim the item unless it must be handed over to the responsible authorities.

### **Article 33** **(acceptance of shipments)**

- (1) The sender must submit shipments to the service provider together with the complete acceptance and accompanying documentation in the manner and under the conditions determined in these General Terms and Conditions (manual labelling of shipments or use of information solutions), in accordance with the service provider's published procedural and technical requirements. If the sender fails to do so and the service provider performs that work in its stead, the service provider may charge the sender separately for the additional work pursuant to its price list applicable on the day the service is provided, with the possibility of also rejecting the item's delivery and returning it to sender, while also charging for the service *Return of shipment upon irregularity*.
- (2) The sender is required, by no later than the posting of shipments, to provide the service provider with data on posted items in electronic form, i.e. the data on sender, addressee, selected additional services and parcel tracking numbers. If the sender fails to do this and the service provider accepts the items on the basis of the list of submitted items, which the sender prepared in paper form, the service provider shall charge the sender for the service *Manual acceptance of shipment*. In this case, the service provider gives no guarantee that these items will be accepted for delivery on the day they were posted by the sender. Notwithstanding the above, the service provider reserves the right to refuse delivery of items until the e-data are provided to the service provider. However, it can also reject the delivery of items and return them to sender, charging the sender for the service *Return of shipment upon irregularity*.
- (3) The service provider reserves the right not to accept an item for carriage and to return it to the sender, if upon receiving it the item does not meet the conditions for carriage (e.g. if the service provider determines that the packaging is inadequate, if the packaging is damaged on the outside, contains dangerous goods not carried by the service provider or other prohibited contents and so forth). The items that will be rejected by the service provider due to the non-fulfilment of delivery conditions will be returned by the service provider to sender, charging the sender for the service *Return of shipment upon irregularity*. The sender is bound to take back such item. If the sender does not take back such item, the service provider shall record this refusal in the information system and shall assign the item the status of undeliverable item.

### **Article 34** **(right of disposal)**

- (1) The sender has the right of disposal of the posted item until its delivery to the addressee.
- (2) The sender may, on the basis of a sender order sent to the service provider in accordance with the provisions of these General Terms and Conditions, remove the item from the transport procedure or change or correct the address and/or name of the legal entity, personal name and/or surname, if used.
- (3) If the addressee selects the option of change of the delivery address and time within the framework of the services provided by the service provider, the right of disposal of the item with regard to the place and time of delivery is transferred to the addressee. This shall not affect the

sender's ability to change the delivery address or to order changes with regard to the provision of the services referred to in the previous paragraphs of this article.

**Article 35**  
**(sender's right of disposal)**

- (1) The sender may submit a *Sender order* (Form P-73) in writing in the service provider's premises designated for direct contact with users (in doing so requiring to prove its identity and to submit the acceptance documentation), or submit the Sender order to the service provider's email address, which is indicated in the agreement, with the service provider also required to confirm the receipt of the order. Other written orders from the sender, sent in another manner or to another address, will not be taken into consideration.
- (2) After submitting a Sender order, the sender may request the following up to the delivery of the item to the addressee:
  - change or amendment of the addressee's address on item;
  - return of item prior to or after dispatch from the receiving post office;
  - add cash on delivery charges, change or delete the cash on delivery amount;
  - storage of item after expiry of pickup deadline (up to 7 days);
  - nonconcurrent delivery of *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipments; and
  - partial pickup and return of other *MojPaket Midi multiple items* or *MojPaket Maxi multiple items* shipments.

**Article 36**  
**(addressee's right of disposal)**

The addressee has the possibility of disposal of the item by submitting a written request on the *Addressee order* form at a post office, or by using an electronic solution provided to users by the service provider, with the request deemed as an electronic form of an Addressee order, if the sender provides the service provider with the addressee's mobile phone number and/or email address in electronic form upon posting the item.

**Article 37**  
**(written Addressee order)**

- (1) By concluding an *Addressee order* agreement (*Form P-74*), the addressee can choose one of the following services within Slovenia:
  - dispatch of items to new address/P.O. box/post office;
  - storage of arrived mail at post office as *Poste restante* for thirty (30) days (if the addressee wishes to store the mail as *Poste restante* at a post office that is not their delivery post office, they must also at the same time conclude an Addressee order for delivery of items to a selected post office, i.e. the post office at which it wishes to store postal items as *Poste restante*); or
  - delivery of item to another person (e.g. a neighbour), with handover at an agreed place, pickup of items at alternative address;for each individual type and group of items for which the service provider provides for the use of an *Addressee order*.
- (2) The manner of concluding and the conditions of implementing the *Addressee order* are set out in detail in the *General Terms and Conditions for the Provision of Universal Postal Services*.

### **Article 38**

#### **(electronic solutions for the Addressee order)**

With the electronic solutions the service provider allows the addressee to change the delivery date and delivery method for a precisely defined item. By using the service provider's electronic solutions, the addressee can also choose the delivery location prior to delivery (selected post office, alternative delivery point, handover of item at agreed location, delivery to neighbour) or receipt by another person.

## **IV. DELIVERY AND HANDOVER OF SHIPMENTS**

### **Article 39**

#### **(delivery and handover)**

- (1) In accordance with these General Terms and Conditions, the user is obliged to provide the service provider with accurate and complete data, and to label the item appropriately; otherwise it shall be liable for the consequences arising from inaccurate and/or incomplete data, as set out under the service provider's responsibilities.
- (2) The provisions of the law, the General Terms and Conditions for the Provision of Universal Postal Services, and any other general terms and conditions and any other instructions from the service provider or its contractual partners published on the service provider's website and the websites of the service provider's contractual partners regarding the use of means for shipment delivery shall apply to the delivery and handover of postal items.
- (3) The addressee is obliged to have a functional and appropriately labelled residential letterbox or free-standing letterbox. The addressee may also install a parcel delivery box at the delivery address, upon prior registration of its use in the software solution of the selected service provider's contractual partner (e.g. via a website), where upon registration they enter the delivery address at which the parcel delivery box is located, all in accordance with these General Terms and Conditions and the general terms and conditions of registration and use of parcel delivery boxes, accessible on the website <http://direct4.me> and the service provider's website [www.posta.si](http://www.posta.si). The general terms and conditions of the selected contractual partner supplement these General Terms and Conditions. Those websites also contain all information on the operation of the service, the functionalities of the service and the instructions for use.
- (4) The sender and the service provider may agree otherwise on delivery and handover via an agreement or via electronic media.
- (5) Delivery shall be deemed completed if the parcel is left at the agreed location in agreement with the sender or recipient (delivery of parcels to the agreed premises).

### **Article 40**

#### **(refusal of delivery of other postal services)**

If due to force majeure, as defined in these General Terms and Conditions, the delivery of additional items, which are covered by other postal services and MojPaket services, in the opinion of the service provider jeopardises its ability to provide services without delays in postal services, the service provider can refuse the delivery of a portion of or all postal items.

#### **Article 41**

##### **(means of effecting delivery)**

- (1) Means of effecting delivery include a residential letterbox, stand-alone letterbox or also any other alternative means of effecting delivery (e.g. parcel delivery box), as set out in the previous article of these General Terms and Conditions, which shall be deemed to be the property of or under the management of the addressee pursuant to these General Terms and Conditions.
- (2) The service provider also provides means of effecting delivery for users of its services under these General Terms and Conditions at public locations and at its business premises, which shall be deemed to be the property of or under the management of the service provider pursuant to the law and these General Terms and Conditions.

#### **Article 42**

##### **(methods of confirmation of acceptance of postal items)**

- (1) The addressee or person to whom an item can be delivered confirms its acceptance by signing the service provider's electronic devices for capturing signatures or the documents for confirmation of acceptance of postal items. If the recipient is not the addressee, upon delivery in addition to its signature the recipient must also produce their first name and surname, and in case of delivery to an adult household member also their relationship with the addressee. In the event of handover via an electronic device the required data is entered by the service provider, the correctness of which is then confirmed by the shipment recipient.
- (2) Authorised parties to whom items are delivered on the basis of a certified authorisation confirm the acceptance of the item by signing the service provider's electronic device for capturing signatures or the documents for confirmation of acceptance of postal items.
- (3) Authorised parties to whom items are delivered on the basis of an uncertified authorisation confirm the acceptance of the item by signing the documents for confirmation of acceptance or the electronic device used to capture signatures, also adding the identification data, i.e. first name and surname, as well as the type and number of their personal identification document.

#### **Article 43**

##### **(pickup of items from parcel delivery box or parcel locker)**

- (1) A postal item shall be deemed to have been delivered when the item is inserted into a parcel delivery box belonging to the addressee. If an item is inserted into the service provider's parcel delivery box or parcel locker, it shall be deemed to have been delivered when the addressee picks up the item using the opening method provided by the service provider.
- (2) If the service provider is unable to insert the item into the parcel delivery box or parcel locker for objective reasons (e.g.: the delivery box or parcel locker is full, parcel is too large), an agreement on delivery or pickup of the item is made with the addressee. If the addressee has not agreed with the service provider a location for delivery or acceptance of item, they may pick up the item at a post office determined by the service provider within eight (8) days of receiving notification. The addressee is notified of the option of picking up the item at the post office via SMS message.

#### **Article 44**

##### **(refusal of acceptance)**

- (1) The addressee or person to whom the item may be delivered can refuse acceptance of the item in the manner set out in Article 3 of these General Terms and Conditions. In this case the shipment is returned to sender.

- (2) If in addition to the addressee, as defined in the first paragraph of this article, the sender also refuses acceptance of the item, the service provider acquires over such item the rights as defined in Article 48 of these General Terms and Conditions.
- (3) The service provider may not reclaim items that have already been delivered to the addressee or person to whom the item can be delivered unless it was incorrectly delivered or damaged and the recipient submitted a claim thereon immediately upon delivery.

**Article 45**  
**(deadlines for collecting items)**

- (1) Postal items can be collected at the post office within 8 days of the date on which the addressee was notified of their arrival. The sender or addressee can extend the deadline for acceptance in the framework of the options offered by the service provider, where the addressee, upon handover of the item is charged for the service *Storage at post office* in accordance with the service provider's price list.
- (2) The addressee can pick up the item from the service provider's selected parcel delivery box within 72 hours. This deadline shall begin to run from the moment that the addressee is sent an SMS message (one-time registration for unregistered users) or a notice is sent to a registered user's mobile application. If the addressee fails to pick up the item from the service provider's parcel delivery box within the pickup deadline, they can pick it up at the post office determined by the service provider, within five (5) days. The addressee is notified of the option of picking up the item at the post office via SMS message. After the pickup deadline expires, the item is returned to sender.
- (3) The addressee can pick up the item from the parcel locker within 72 hours. This deadline starts running the moment the service provider sent an SMS message or email to the addressee. If the addressee fails to pick up the item from the parcel locker within the pickup deadline, they can pick it up at the post office determined by the service provider, within five (5) days. The addressee is notified of the option of picking up the item at the post office via SMS message and/or email. After the pickup deadline expires, the item is returned to sender.
- (4) Deadlines for picking up postal items are determined on a calendar basis, starting on the following day after the addressee received notice of arrival. For postal items kept at post offices as Poste restante and postal items for users of post office boxes, deadlines are determined on a calendar basis, starting on the following day after the arrival of the item at the post office.
- (5) If the addressee fails to collect the item within the pickup deadline, the item is returned to sender.

## **V. RIGHTS OF SERVICE PROVIDER DURING CARRIAGE OF ITEMS**

**Article 46**  
**(opening, returning and destruction of items)**

- (1) The service provider has the right during carriage to return an item to sender, protect it or send it for destruction. In exceptional cases the service provider may open an item or retain its contents where the circumstances referred to in this article and in Article 48 of these General Terms and Conditions arise.
- (2) The right to open an item arises when the service provider:
  - determines during carriage that the item does not indicate the sender or addressee and it is not possible to identify the sender and addressee in any other way than to look at the item contents;

- receives an order or other written command issued by a competent authority pursuant to the law;
  - determines during X-ray inspection that the item contains or could contain prohibited contents as defined in Article 48 of the Act and Article 32 of these General Terms and Conditions;
  - has reasonable grounds to suspect (based on the enclosed waybill documentation on the item and so forth) that the item contains prohibited contents under Article 48 of the Act and Article 32 of these General Terms and Conditions;
  - determines the expiry of the deadline for acceptance, as stated on the notice of acceptance of the item received by the sender and addressee, as laid down in these General Terms and Conditions (i.e. refused item).
- (3) In the following cases, without prior receipt of instructions from the sender or addressee, the service provider shall handle the item in the following manner:
- a) in the case of unsuccessful delivery of an item of rapidly perishable contents at the address, it will return the item on the same day to the sender or send it for destruction, regarding which the service provider will decide depending on the state of the package and the information on accompanying documents on the item. In this case the service provider will create a record of destruction;
  - b) in the case of identified damage to the item packaging it will protect the contents (goods), if the state of the goods justifies such measure (e.g. repack it and attach accompanying documentation, sealing the damaged part of the parcel and so forth) and continue the delivery process to the address along with a note of damaged item;
  - c) if based on the enclosed accompanying documentation on the item or in an X-ray inspection of the item it determines or reasonably suspects that the goods pose a threat to the service provider's staff or property or other items, it will immediately halt delivery and notify the competent authority.
- (4) The service provider shall not be liable to the sender and addressee for any damage arising from opening, returning or destroying an item, if the conditions set out in this article of the General Terms and Conditions are met.

**Article 47**  
**(handling of items)**

- (1) The service provider may use an item received for carriage whereby it sells the contents, if the item contents have commercial value, in the following instances of refused items:
- a) if the sender and addressee refuse acceptance of an item upon delivery or the deadline for collection expires and the service provider has recorded such refusal in the information system, and at least three (3) months have elapsed since the date of recording;
  - b) if the sender and addressee decline in writing to accept a damaged item upon delivery and the service provider has paid compensation to the sender or addressee;
  - c) if during carriage the item loses its accompanying documentation and the sender and addressee cannot be identified, even on the basis of opening the item pursuant to the preceding paragraph of these General Terms and Conditions, and at least three (3) months have elapsed since the date of recording.
- (2) If the service provider does not initiate the sale of the goods under this article, it will send the item for destruction.

- (3) The service provider shall not be liable to the sender and addressee for any damage arising from the use of items, provided the conditions under this article of the General Terms and Conditions have been met.

## **VI. QUALITY OF PROVISION OF SERVICES**

### **Article 48**

#### **(parcel delivery deadlines)**

- (1) The first attempted delivery of *MojPaket Mini*, *MojPaket Midi* and *MojPaket Midi (multiple items)* shipments generally takes place within one day (D+1) after the item has been posted or no later than within three days (D+3).
- (2) *MojPaket Maxi* and *MojPaket Maxi (multiple items)* shipments are delivered within three days (D+3).
- (3) Delivery deadlines do not include:
- the day the item is posted (D),
  - days when the post office is closed,
  - Saturdays, Sundays, holidays and other non-working days,
  - delays due to an incorrect or incomplete address,
  - delays due to the sender not preparing the shipment, e-data on the shipment or acceptance documentation in accordance with these General Terms and Conditions and the service provider's instructions,
  - delays due to force majeure or traffic jams that are not the fault of the service provider,
  - the day after a postal item was posted, if it was posted after the final deadline for acceptance of shipments at a post office.
- (4) The service provider shall be deemed to have met the delivery deadline for a postal item when the item is delivered, inserted in the parcel delivery box or parcel locker, or after notifying the addressee of the item's arrival.
- (5) The delivery deadlines are informative and not guaranteed by the service provider. Delivery in periods longer than planned does not constitute a breach of obligations on the part of the service provider.
- (6) The following delivery deadlines apply to postal items on which additional services *Next day guaranteed delivery* or *Intra-city same day delivery* have been selected:
- *Next day guaranteed delivery*: the following working day after the day the item was posted,
  - *Intra-city same day delivery*: the same day that the item was posted, i.e. within two hours of being posted.
- The time that the receiving post office is not operating shall not be included in this delivery deadline.

## **VII. PRICES, DISCOUNTS AND PAYMENT OF SERVICES**

### **Article 49**

#### **(prices of services)**

- (1) The service provider shall charge for services in accordance with the service provider's price list valid on the day that the service is rendered, unless determined otherwise by an agreement. A service is deemed completed after the item is accepted and/or the relevant additional services have been added to the item. In the event of specific requirements from clients with regard to the

provision of individual services, the service provider and client may agree on the prices that differ from those indicated in the price list.

- (2) The client shall also be the payer of the service, except when using the service *Postage paid by addressee*, for which the sender determines upon posting items that the postage shall be paid by the addressee.
- (3) The costs of the delivery of postal items for which the sender wishes the addressee to pay for postage, can be paid in cash or by debit cards in areas where this is facilitated by the service provider. If the addressee has an agreement on deferred payment in place with the service provider, the services shall be indicated on the invoice and paid in accordance with the contractual provisions. When the service *Postage paid by addressee* is selected, the addressee shall be charged for postage in accordance with the agreement concluded between the service provider and the client.
- (4) The price list for services is available on the service provider's website and at the service provider's business premises intended for direct contact with users.
- (5) The service provider can change the price of its services at any time.
- (6) VAT shall be charged on all services in accordance with the legally applicable tax rate.

#### **Article 50**

##### **(methods and deadlines for payment of services)**

- (1) The invoice for services rendered shall be paid by the user on the date and in the manner determined by the agreement.
- (2) Generally, if deferred payment has been contractually agreed, the service provider shall charge the client monthly for all services rendered, and for costs and other payments owed by the client to the service provider. The service provider shall issue the client an invoice by no later than the 15th day of the month for the previous month. In the event of the client's poor credit rating the invoices can also be issued more frequently, which is defined in an agreement between the parties.
- (3) If the client is in arrears with the payment of contractual liabilities, the service provider requests immediate payment of past-due claims by the client in the form of a formal reminder after the eighth day of payment delay.
- (4) If the client fails to pay the past-due claims within 10 days after the reminder is sent, it is served a second reminder by registered post after a further eight days have elapsed. The second reminder shall be issued for all the liabilities that are past-due and unpaid to that date. If the client fails to fulfil its contractual liabilities within the deadline set in the second reminder, the contractual provision regarding deferred payment (payment deadline) shall cease to be in effect between the parties, and the client shall be required to pay for services in advance through prepayment or in cash upon the submission of postal items or upon ordering services.
- (5) In cases where the circumstances of agreement implementation and other circumstances surrounding the client's operations clearly indicate that its business operations are hindered to such an extent that it affects its solvency, while the client is also late with the payment of its contractual liabilities, the contractual provision concerning deferred payment (payment deadline) shall cease to be in effect between the parties as of the day of receipt of a written statement from the client, irrespective of the other provisions of these General Terms and Conditions. In such case the client shall pay for services only by means of prepayment or in cash upon posting shipments or upon ordering services.
- (6) The client may submit a new request for the conclusion of an agreement on deferred payment to the service provider upon the termination of the prior agreement. The service provider shall begin drawing up the agreement if the client has settled all its liabilities to the service provider.

- (7) The claim or the client's counterclaim does not constitute grounds for delay, withholding payment or refusal of reimbursement.

## **VIII. RESOLUTION OF CLAIMS AND COMPLAINTS**

### **Article 51**

#### **(types of damage for which the service provider is liable)**

- (1) The service provider shall be liable for ordinary damage incurred during the delivery of postal items due to:
- loss, damage, theft or theft/loss of postal item contents;
  - failure to provide, incomplete or incorrect provision of service;
  - damage to the original sales packaging, where the contents are undamaged, and the goods are intended for further sale (hereinafter: damage to original sales packaging) in the event that the sales packaging was additionally protected upon the posting of the item, i.e. packed in suitable transport packaging.
- (2) The service provider shall not be liable for damage incurred through the sender's fault due to:
- improper or inappropriate selection of item type and/or non-selection and/or incomplete marking of add-on services with respect to the contents and the value of the contents of the item being sent, or incomplete indication of the addressee's address;
  - inadequate and/or missing (internal and external) packaging of postal items with respect to their contents;
  - inadequate and/or missing (internal and external) packaging of postal items that corresponds to the technology of postal item delivery according to the service provider's recommendations. The above also applies if the sender affixed on such item handling instructions for a special method of handling and transport (e.g. for fragile/sensitive contents etc.);
  - prohibited content of items;
  - the requirement of the addressee for a change in the method of delivery, with the selection of delivery at an agreed location;
  - missing data on a postal item;
  - other similar circumstances and situations as set out in these General Terms and Conditions.
- (3) The service provider shall in no case be liable for any indirect damage, lost profits or moral damage. The service provider shall similarly not be liable for costs and damage incurred during delivery of postal items in a parcel delivery box and parcel locker, in the following cases:
- when the user states and confirms an incorrect or out-of-service mobile number;
  - when interruptions of service occur on a mobile operator's network;
  - when a mobile operator blocks or in any way prevents the operation of a user's mobile phone number;
  - when a mobile operator charges additional costs for sent SMS messages (e.g. roaming charges).
- (4) Ordinary damage shall be defined as the historical cost of the goods and any costs directly associated with the goods for which the client can provide proof, net of VAT. If the sender is also the manufacturer of the goods, ordinary damage shall be defined as their fair value or manufacturing cost net of VAT. In cases of partial theft/loss of content of a postal item or damage, ordinary damage shall be defined as the difference between the damage and the fair price of the goods, to which VAT shall be added. The service provider shall pay the corresponding

compensation for ordinary damage that does not exceed the maximum damages as set out in the first paragraph of Article 58 of these General Terms and Conditions.

**Article 52**  
**(deadlines for filing claims)**

- (1) Users shall be entitled to file claims:
  - a) due to loss or theft of postal items, failure to provide, incomplete or incorrect provision of a service, within three (3) months after the posting of postal items and no earlier than within ten (10) calendar days of the posting of postal items;
  - b) in the event of damage to the content of a postal item, damage to the original packaging, where the contents are undamaged, or theft/loss of content of an item, immediately upon delivery or no later than within 30 days of delivery of the item, if the item's deficiencies were not immediately visible or apparent to the addressee (e.g.: damage to the content of the item, damage to original sales packaging, where the contents are undamaged, or theft/loss of content of an item).
- (2) Should a user fail to file a claim for damages within the deadline set out in these General Terms and Conditions, they shall not be entitled to compensation for damages.
- (3) Claims filed after the stated deadlines shall be dismissed as late.

**Article 53**  
**(filing claims)**

- (1) Users (addressee, client or sender) may file claims, as a rule at the service provider's post office at which the item was posted, but can also file them at any other of the service provider's post offices, to the service provider's email address or via the service provider's website under tab Contact and Help, Claims.
- (2) Users may file claims for the following reasons and in the following manner:
  - a) in the form of an undelivered mail enquiry (loss or theft), failure to provide, incomplete or incorrect provision of postal service, should this occur during the shipping of the postal item. Enquiries should be filed using the *Enquiry* form (Form P-105) or on the service provider's website via the Claims application under Contact and Help, or a message can be sent to the service provider's email address, which must contain at least identification data on the user that is filing the enquiry, the thirteen-digit tracking number of the item being searched for, a description of the packaging and the contents, and the reason for submitting the enquiry;
  - b) in the form of a request for the compilation of a *Record of damaged item* (Form P-63, hereinafter also: record) due to damage to or theft of the item or damage to the original sales packaging that occurs during the transport of the shipment.
- (3) If the user files a claim due to damage to the content of an item, damage to the original sales packaging or theft/loss of content of a postal item:
  - a) upon delivery of the item, the service provider must inspect the item in committee and compile a record thereof;
  - b) after delivery, but no more than 30 days after delivery to the addressee, the user must submit the item to which the claim relates to the service provider for inspection (packaging, both external and internal, and contents), and allow the service provider to inspect the item in committee and compile a record thereof.
- (4) Should a user fail to submit the entire packaging (internal and external) and contents of the item, they shall not be entitled to compensation for damages, i.e. their claim will be refused as incomplete.

- (5) If the user files a claim in the form of an enquiry, they must also submit a receipt showing that the item for which they are submitting a claim was posted with the service provider. No receipt is required for users who used the service provider's information solutions to prepare and post the items.
- (6) In addition to the right to submit an enquiry or compile a record, users are also entitled to demand compensation for damages, by submitting a claim for damages using the *Claim for damages* form (Form P-112) in the same manner as claims, i.e. by submitting the claim at the post office or sending a claim to the service provider's email address or using the online form under Contact and Help, Claims.
- (7) In addition to the amount of damages claimed, claims for damages must also include definitions and enclosures of at a minimum the following:
- the facts with which they justify their claim or demand;
  - an enquiry form, if the claim for damages relates to damage caused through loss, theft, incomplete provision of service, incorrect provision of service or failure to provide service;
  - *Record of damaged item*, if the claim for damages relates to damage caused through damage to or theft of a postal item or damage to the original sales packaging. In addition, in this case the damaged content and the external and internal packaging or a part of the damaged content must be submitted to the service provider, in order to assess the facts, if this was not done already in the claim resolution procedure or when drawing up the *Record of damaged item*. Damaged contents and packaging shall be submitted to the service provider for assessment according to the rules of the profession. If the damaged content can be repaired, the replaced parts shall be submitted to the service provider in the original packaging.
  - invoices, delivery note, estimate (compiled prior to the sending or upon the purchase of goods) and other proof required to determine ordinary damage. Depending on the situation, the following may also be required:
    - a copy of the agreement or other proof showing the date of purchase, if the damaged or lost content was purchased through the conclusion of an agreement (e.g. purchase of a mobile phone on the basis of a subscriber agreement);
    - repair order or document showing the defect, damage, reason for malfunction, etc., due to which the damaged or lost content was originally sent for repair;
    - repair order or document showing the defect, damage, reason for malfunction, etc., of the damaged content and description of the additional damage incurred during transport for repair;
    - repair estimate, if the damaged content can be repaired (restored to its original condition) and if the repair does not exceed the actual value of the damaged content;
    - a document on the sale of the goods at a lower price, if the content of the item is not completely damaged, together with a photo of the damaged content and packaging.
- None of the documents listed in this indent may refer to the service provider, but to the actual sender of the item and/or the actual addressee.

The damaged packaging shall not be submitted if the claim for damages relates to the original sales packaging, and the assessment of the damage is made on the basis of the statements in the record and the photographs submitted.

If the user filing the claim also demands the reimbursement of postage, it shall also attach *Confirmation of posted items* (this is not required if the claim for damages is filed by the sender, which labelled and posted the postal item subject to the claim for damages via the service provider's information system).

- (8) The service provider shall only assess and pay out claims for damages only if the claim was submitted in a timely manner. Claims for damages that are submitted too late shall be dismissed.
- (9) If damages for a particular postal item are paid to the sender, the addressee shall not be entitled to receive damages, and vice versa.

**Article 54**  
**(undamaged post)**

If upon delivery of a postal item it is determined at the request of the recipient that its weight corresponds to the weight determined upon posting, that its packaging does not have any visible signs of damage and that the means of sealing the item are undamaged, that postal item shall be deemed undamaged unless the user files a claim owing to hidden defects.

**Article 55**  
**(resolution of claims)**

In the claim resolution procedure the service provider may:

- approve the claim and decide on the amount of compensation for the damage caused, if the user demanded compensation,
- reject the claim as unfounded,
- dismiss the claim as late.

**Article 56**  
**(deadlines for resolution of claims)**

- (1) The service provider must respond to claims within 15 days of their receipt and notify the user of the decision in writing, otherwise the user may file an appeal with the Agency for Communication Networks and Services of the Republic of Slovenia within 15 days of the expiry of that deadline. The user shall be entitled to lodge an appeal against the service provider's decision with the service provider within 15 days, and the service provider shall be obliged to decide on the appeal within a further 15 days. The user may lodge an appeal against the final decision on the appeal with the Agency for Communication Networks and Services of the Republic of Slovenia.
- (2) The service provider shall not recognise any out-of-court resolution of consumer disputes.

**Article 57**  
**(compensation amounts)**

- (1) Compensation shall be paid out in the amount of damages incurred, but at most in the amounts given in the table below:

<b>Loss or theft of postal items</b>	<b>Damage to or theft of contents of postal items</b>	<b>Failure to provide, incomplete or incorrect provision of services and missed delivery deadline*</b>
<b>1</b>	<b>2</b>	<b>3</b>
If the value is indicated on the item – at most up to the amount of the declared value, but no more than EUR 4,200.00, unless the client has an agreement in place with the service provider to send goods up to the value of EUR 10,000.00.	If the value is indicated on the item – at most up to the amount of the declared value, but no more than EUR 4,200.00, unless the client has an agreement in place with the service provider to send goods up to the value of EUR 10,000.00.	The fee paid for the service.*

If the value is not indicated on the item – the amount of the actual damage, but no more than EUR 420.00.	If the value is not indicated on the item – the amount of the actual damage, but no more than EUR 420.00.  In the event of damage to the original sales packaging – no more than 10% of the historical cost of the goods in the shipment.	
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\* Missed delivery deadline only applies to postal items on which the additional service *Next day guaranteed delivery* or *Intra-city same day delivery* has been indicated.

In the event of loss, theft, damage or theft of contents of postal items, the client shall also be entitled to reimbursement of the price paid for the service.

- (2) If ordinary damage is lower than the indicated value, the client shall be entitled to compensation in the amount of this damage. If ordinary damage exceeds the indicated value, the client shall be entitled to the maximum amount of compensation, as provided for in the table in the previous paragraph of this article.
- (3) When the contents of a damaged postal item are not damaged in their entirety, compensation shall be paid in the amount of damage corresponding to the damaged part of the item, but no more than the amount defined in the first paragraph of this article. The undamaged contents of the item shall be returned to the user. When compensation is paid for a damaged item in the amount of the entire value of the damaged item, where compensation does not exceed the maximum amount of compensation defined in the table under the first paragraph of this article, the contents of the item shall be retained by the service provider.
- (4) If an item is found after the payment of compensation, the user to whom compensation was paid may claim the found item within three (3) months of receipt of the notice of found item, provided that they return the paid amount of compensation at that time. If the user rejects the acceptance of the item or fails to respond in three (3) months from the received notice of found item, the item shall become the property of the service provider.

#### **Article 58**

##### **(method of payment of damages)**

The service provider shall pay the client compensation in the official currency of the Republic of Slovenia no later than 15 days from the adoption of a decision approving payment of compensation. The service provider shall deposit the compensation amount into the client's current account that it states in its claim.

## **IX. RESOLUTION OF COMPLAINTS AND APPEALS**

#### **Article 59**

##### **(right of complaint and appeal)**

- (1) Each user shall be entitled to object to a decision adopted by the service provider in a claims resolution procedure or in accordance with the law against the conduct of the service provider in connection with access to services or provision of services, or due to dissatisfaction with the service provider's work in general.
- (2) If the content of the complaint relates to a claim or compensation, the objection shall be processed following the procedure and under the terms and conditions for resolution of claims pursuant to these General Terms and Conditions, about which the user shall be informed in writing.

### **Article 60**

#### **(deadline and procedure for lodging complaints)**

- (1) Users may lodge complaints within 30 days of the date that they learned of the service provider's conduct or received a response to a filed claim.
- (2) Users may lodge complaints by post, telephone, in person, via email or by entering it in the Book of User Comments and Opinions, located in post offices. Users must provide explanations for their complaints and enclose the evidence on which they are basing their complaint.
- (3) If a user fails to lodge a complaint within the deadline set out in the first paragraph of this article, the service provider shall dismiss the complaint as late and notify the user thereof.

### **Article 61**

#### **(resolution of complaints)**

In the complaints resolution procedure the service provider may:

- approve the complaint and determine a deadline for the rectification of the established irregularity,
- reject the complaint as unfounded,
- dismiss the complaint as late.

### **Article 62**

#### **(deadline for resolution of complaints)**

- (1) The service provider must decide on complaints within 15 days of receipt and notify the user of the decision in writing, otherwise the user may file an appeal with the Agency for Communication Networks and Services of the Republic of Slovenia within 15 days of the expiry of that deadline. The user shall be entitled to lodge an appeal against the service provider's decision with the service provider within 15 days, and the service provider shall be obliged to decide on the appeal within a further 15 days. The user may lodge an appeal against the final decision on the appeal with the Agency for Communication Networks and Services of the Republic of Slovenia.
- (2) The service provider shall not recognise any out-of-court resolution of consumer disputes.

## **X. CONFIDENTIALITY OF (PERSONAL) DATA AND PROTECTION AND SAFEGUARDING OF (PERSONAL) DATA**

### **Article 63**

#### **(legal basis for and information on data processing)**

- (1) The service provider shall assume the data provided by the user, as set out in the section on acceptance and delivery of mail in these General Terms and Conditions, and subject them to digital and manual processing on a legal basis (Article 54 of the Act, e.g. the forms: waybills, etc.) and on a contractual/client basis (e.g. the forms: addressee/sender order, agreement on the use of a post office box, authorisations) exclusively for the purpose of provision of the ordered services pursuant to these General Terms and Conditions. With regard to the processing and protection of personal data, the service provider adheres to the provisions of the GDPR (Articles 6, 26, 32 and other articles) and the provisions of the Personal Data Protection Act.
- (2) The service provider declares that it adopts all measures to ensure that its users' data, including personal data, are processed in a secure manner and in accordance with the currently applicable

GDPR for personal data, and other legal regulations that determine the level of data protection and privacy in order to provide an appropriate level for all types of data, as defined below.

#### **Article 64**

##### **(information on procedures and measures for the informational and organisational safeguarding of personal data processing, including personal data)**

(1) The service provider has adopted the required procedures and measures in accordance with European and national regulations governing postal operations, the GDPR and other national legal regulations, standards and good practices which govern the delivery of mail, and the protection and safeguarding of data, including personal data, in manual and automated processing using information systems. The legal bases and standards binding on the service provider are set out on the service provider's website at <https://www.posta.si/zakoni-in-splosni-pogoji>, <https://www.posta.si/o-nas/predstavitev/pravno-obvestilo> and <https://www.posta.si/o-nas/predstavitev/trajnostni-razvoj/standardi-kakovosti>.

(2) The service provider has security procedures and measures in place to protect and process personal data during manual processing, for both hardware and software, as follows:

##### a) Physical security

Physical security measures have been established in line with the risk assessment and security plans for the individual buildings and areas managed by the service provider. The service provider regularly monitors the security situation, updates the risk assessment and makes the corresponding adjustments to the scope of monitoring and supervision.

The service provider has established a control centre, from which it centrally manages physical security and monitoring of buildings via a video surveillance system, and also monitors (tracks) vehicles that transport mail. Employees report all extraordinary events directly to the control centre, which takes action pursuant to defined protocols.

Access to the buildings, movement within secure areas and conduct during emergencies is regulated by the Instructions on access to postal buildings and conduct during emergencies.

The buildings and areas are secured by technical means (video surveillance system, alarm systems, monitoring of access), while all of the branches, both logistics centres and the company headquarters also have a reception service which checks whether the persons entering have received authorisation to enter. All instances of entrance into buildings are recorded using either the employees' work time (clocking) records or records of entry of all other persons.

All persons not employed by the company are required to obtain an access pass before entering company premises, which is issued by the service provider on the basis of an application. Passes are issued on the basis of the validity of the agreement (duration, buildings, areas).

Entry into all system areas that contain all critical information/communications infrastructure is regulated by the general bylaw Information Security Policy "Access to Secure System Areas". The process of issuing passes and the entry procedure have built-in controls that prevent access to secure system areas by unauthorised persons, and a record is kept of the names of all persons who enter the buildings. All the premises of the data centres are under video surveillance and are additionally secured by controlled access and a technical security system.

##### b) Technical measures for protecting the information system

Antivirus software is installed on all user computers and is updated regularly (automatically). This solution is centralised.

The email system is protected using technical means to check all messages in order to detect malicious software and links to websites that contain malicious software, and a spam filter.

The company's intranet is protected from the internet using a technical protection system that includes: a firewall, an IDS/IPS system and a relay server with filtering.

Events are collected from the system logs centrally in the security information and event management (SIEM) system, where they are available for further analysis and active monitoring of the operation of the systems.

Automatic alarm systems and notification systems for on-call personnel are in place for emergencies.

c) Rules for using the information system

To access data stored in electronic form, users must be authorised (log in using username and password). Usernames are associated with a specifically designated person. A password policy is in place and is imposed via the system settings (Information Security Policy "Use of Pošta Slovenije's Information System").

The company grants right of access to information services (sources) in accordance with the procedure set out in a general bylaw that includes appropriate controls that prevent access to the data by unauthorised parties. The process is IT-supported. Authorisations are granted to individuals on the basis of their work responsibilities, and access to personal data is granted only to those persons (the service provider's employees and other persons who are to process personal data under their auspices) who require it on account of their function or work responsibilities.

Employees are required to adhere to clear desk and clear screen rules and to provide for the security of their workstation in their absence (locking).

d) Access to and dissemination of data

Only those employees who carry out processes that are required for the provision of postal services have access to data that is subject to processing for purposes of provision of postal services. The scope of access is limited to the minimum number of people who can properly carry out the activities required for the provision of the service.

The service provider sends data to its contractual partners with which it cooperates to effect delivery, whereby the scope of the data is limited exclusively to the delivery data for the postal items delivered by that contractual partner.

The data is not exported in other forms and is deleted or anonymised within the statutorily determined deadlines (Postal Services Act), except in cases where it is subject to specific procedures where there is a legal interest or legal basis (e.g. where the data serves as evidence).

Data is encrypted when transmitted via the public telecommunications network.

e) Protection of data against loss

Data stored in electronic form is physically located in the service provider's secure data centres. The data centres have a high level of fire protection, independent power sources (UPS and generators) and cooling systems of sufficient capacity. The primary location is certified according to the Tier III standard for business continuity, and the processes are established in accordance with good practices following the ISO 27001 standard. The data are archived regularly and stored in two or more locations.

- (3) The user and the service provider may determine the provisions regarding data protection in more detail in an agreement that they conclude under the conditions set out in these General Terms and Conditions or other notices published by the service provider in order to provide information to users pursuant to its obligations as set out by law.

**Article 65  
(storage)**

The service provider shall store data, including personal data, for the purposes of providing services under these General Terms and Conditions for the periods determined for documents that accompany postal items, i.e. in accordance with special legal regulations and the service provider's internal

instructions (e.g. list of services rendered: ten years, delivery logs: up to three years). In accordance with the aforementioned legal regulations, after the period has expired, the personal data in the information system shall be adequately anonymised or the physical documents appropriately archived, with the personal data concealed or destroyed.

## **Article 66**

### **(conducting of enquiries and enforcement of user obligations)**

- (1) Users that are natural persons have the right to access and correct their personal data in accordance with the service provider's business terms and conditions. If a user wishes to access or correct their information, they must contact the service provider using the contact information provided on the service provider's website under "Contact and Help", and for matters relating to personal data directly via the form available at <https://www.posta.si/o-nas/predstavitev/pravno-obvestilo/varstvo-osebni-podatkov> or directly via email to: [dpo@posta.si](mailto:dpo@posta.si).
- (2) Upon the submission of a request as set out in the previous paragraph of this article, the user must provide the service provider with as much information as possible with regard to the information sought and which it holds on the basis of certificates issued by the service provider in accordance with the terms and conditions, while the service provider undertakes to collect the information from records of activities and communicate/forward it.
- (3) The provisions of the GDPR and of other applicable special legal regulations on security, organisational and technical measures for the protection of personal data in the provision of postal and other services, as set out in Section II and in this section of these General Terms and Conditions, shall apply directly to the other rights and obligations of the service provider and users that are not specifically set out in these General Terms and Conditions.
- (4) If the legal conditions for this are met, the data will be submitted to the government authority responsible for the investigation or prosecution of criminal acts, to a court or to another government supervisory/inspection body.
- (5) Users who use the service provider's website as inactive visitors for monitoring news and published information or as active subscribers to services via the internet should be aware that the service provider uses cookies to store and obtain access to information in order to provide access to its website. Users can obtain additional information on personal data protection and privacy on the web, the functioning and types of cookies, and other information in the legal notice on the service provider's website [www.posta.si](http://www.posta.si).
- (4) Users can also use the links on the service provider's website to access third-party websites in the network, and publications containing news and websites of Pošta Slovenije Group companies, for whose content and the operation of the systems of which the service provider shall not be liable. The user must take into consideration their legal notices and statements on privacy, personal data protection and cookies.

## **Article 67**

### **(reporting on breaches of personal data protection)**

- (1) If the service provider in the role of the controller of personal data establishes a personal data breach as set out in the GDPR and the Personal Data Protection Act, it shall officially notify the supervisory body thereof without unnecessary delay.
- (2) If the service provider in the role of the processor of personal data establishes a personal data breach, it shall officially notify the controller thereof without unnecessary delay.
- (3) No notification is required if there is no likelihood that the rights and freedoms of individuals would be infringed upon through the personal data breach.

## **XI. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

### **Article 68 (amendments)**

The service provider reserves the right to amend these General Terms and Conditions and to publish them on the website <http://www.posta.si> at any time.

## **XII. TRANSITIONAL AND FINAL PROVISIONS**

### **Article 69 (publication)**

The General Terms and Conditions shall be published on the service provider's website and displayed at the service provider's commercial premises intended for direct contact with users.

### **Article 70 (jurisdiction of courts)**

Any disputes shall be settled by the court with subject-matter jurisdiction in Maribor.

### **Article 71 (validity)**

These General Terms and Conditions shall enter into force on 1 February 2024.

Maribor, January 2024

Marko Cegnar  
General Manager

Marko Rems  
Member of the  
executive  
management

Ivana Vrviščar  
Member of the  
executive  
management

Vlasta Vidrih  
Member of the  
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management –  
Workers' Director