

POŠTA SLOVENIJE d. o. o.
2500 MARIBOR

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF OTHER POSTAL SERVICES

Maribor, January 2024

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

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF OTHER POSTAL SERVICES

I. GENERAL PROVISIONS

Article 1 (contents)

- (1) The General Terms and Conditions for the Provision of Other Postal Services (hereinafter: General Terms and Conditions) set out the general provisions on the provision of other postal services, and include the scope (types) of other postal services, conditions for the acceptance, sorting, transport and delivery of postal items under other postal services, quality of provision of services, data relating to prices, discounts and payment for services, resolution of claims, resolution of complaints, rights and obligations of users of other postal services, and other matters important to the provision of other postal services.
- (2) The service provider has regulated the provision of postal services included under universal postal service in the General Terms and Conditions for the Provision of Universal Postal Service, which are applied directly to other postal services where not otherwise regulated in these General Terms and Conditions.
- (3) Some of the service provider's mail delivery products and software support solutions are subject to specific conditions or instructions which are directly applicable to the area they cover.
- (4) The service provider reserves the right to unilaterally amend its services and these general terms and conditions. The amended general terms and conditions shall be binding on users from the date that they are accessible in paper form at post offices and/or in electronic form on the service provider's website www.posta.si.
- (5) Users shall be deemed to have read and accepted these General Terms and Conditions when they place an order to be executed by the service provider under these General Terms and Conditions. Users in the role of sender shall be liable for and obliged to ensure that the recipient of the mail is notified in a clear manner that the delivery will be carried out pursuant to these General Terms and Conditions of the service provider and that when sending orders to a sender it also accepts these General Terms and Conditions of the service provider.

Article 2 (provision of other postal services)

- (1) These General Terms and Conditions shall apply to all users of other postal services provided by the service provider itself or in cooperation with other companies in the Pošta Slovenije Group or its other contractually authorised entities. The service provider reserves the right, within the scope of its own postal network for the provision of postal services, to make its own selection of contractual partners or other external contractors in order to ensure the legally compliant provision of postal services to users within its own postal network that it manages independently.
- (2) The service provider shall be obliged, in addition to the general terms and conditions and instructions referred to in the previous article of these General Terms and Conditions, when providing domestic mail services (hereinafter: domestic services) to adhere to the provisions of

the Postal Services Act (hereinafter: the Act) and other individual laws that specifically regulate individual phases of mail delivery (e.g. delivery, electronic data exchange, information security, etc.), and when providing international mail services (hereinafter: international services) to adhere to the currently applicable Universal Postal Union rules and other European and international regulations and multilateral and bilateral agreements on the provision of postal and other services.

- (3) In connection with the collection and subsequent processing of information and data, including personal data, in order to provide services under these General Terms and Conditions, the service provider hereby declares that it has an adequate level of protection of data carriers and its network, in line with European and national legal regulations and in line with established standards in the area of postal and other services, electronic commerce and electronic transmission, network security and information technology, the protection of documentary and archive material, and protection of data as set out below in these General Terms and Conditions and in other forms of informing users about the service provider's services that are accessible at post offices, the website and the service provider's other commercial premises.
- (4) If any individual rights or obligations of the service provider are not defined in the legal regulations and general terms and conditions referred to in the previous paragraph or in these General Terms and Conditions, the provisions of the currently applicable Code of Obligations shall be applied *mutatis mutandis*.
- (5) A user – a legal entity or natural person that has registered business activities pursuant to regulations – may conclude agreements with the service provider for the provision of postal services under these General Terms and Conditions where this is specifically provided in these General Terms and Conditions under the individual types of other postal services.

Article 3 (concepts)

- (1) The terms used in these General Terms and Conditions shall have the following meanings:
 1. The provider of other postal services (hereinafter: *service provider*) shall be Pošta Slovenije d.o.o.:
 - registered office and business address: Slomškov trg 10, 2500 Maribor, Slovenia;
 - registration number: 5881447000;
 - entry number in the companies register: 1094000;
 - VAT ID number: SI25028022.
 2. Service provider's contact information for all communication between users and the service provider:
 - website: www.posta.si;
 - email: info@posta.si;
 - contact and help: <https://www.posta.si>, under Contact and Help;
 - toll-free telephone number: 080 14 00.
 3. A user of postal services (hereinafter: user) is any natural person or legal entity that uses other postal services as a sender or as an addressee.
 4. A postal item is an item addressed in the final form in which it will be received by the service provider, and labelled with the data and add-on services.
 5. Direct mail comprises advertising, marketing or other publicity material with identical content, but which differs with respect to the addressee's name, title and identification number, and is sent to at least ten addressees. Bills, financial statements and other

messages not identical in terms of content are not classified as direct mail. A postal item that is combined with other items in the same packaging is not classified as direct mail.

6. A registered postal item is an item which is recorded upon acceptance and delivery. A registered postal item is an Express Mail item, parcel, business parcel, international business parcel, Connect parcel and insured business letter, registered letter with add-on service, registered letter for delivery to a residential letterbox, letter with tracking (documents), small packet with tracking with add-on service and small packet with signature with add-on service, letter in judicial proceedings, letter in administrative proceedings, letter in criminal proceedings and letter in procedure of entry in the companies register and procedure of deletion from the companies register without liquidation.
7. Delivery means the transport of mail from the delivery point to the 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.
8. Handover is the handing over of a postal item to the addressee as a special form of delivery, whereby the addressee is required to confirm acceptance either by handwritten signature or by means of an electronic signature required by the service provider upon handover, or by any other means, or by omitting to confirm acceptance, as provided for in these General Terms and Conditions.
9. Refusal to accept a postal item is the act of the addressee and the sender when:
 - in attempting to effect handover of a postal item, they refuse to accept the item by confirming the refusal either by handwritten signature or by means of an electronic signature or by such other means as the service provider may make available to the addressee and the sender;
 - they refuse to accept the postal item by failing to collect the postal item within the deadline set for collection.

The service provider shall record the refusal of the addressee and the sender to accept the postal item in the information system and shall assign the status of undeliverable item to the postal item.

10. "*Poštno ležeče*" (i.e. Poste restante) means that the postal item is to be delivered to a post office as general delivery.
11. The postal network is the system of organisation and all types of assets and systems that the service provider uses in the provision of services and makes available to users for labelling and transport of postal items (e.g. software solutions, online and mobile applications, all accessible at www.posta.si).
12. E-data are electronic data received by the service provider from postal service users for the purpose of delivering postal items (sender, addressee, add-on services, tracking number, data on the contents of goods shipments, telephone or mobile number, email address, etc.).
13. Accompanying documentation is documentation that the sender is required to enclose to the item upon posting (e.g. *Proof of postage (Form P-2)*, *Dispatch note (Form P-3a)*, *List of sent items (Form P-3)* ...) and which contains data required for acceptance of the item. The accompanying documentation or e-data shall be provided to the service provider no later than by the time of acceptance of the postal item at the sender's address or the posting of the item at the service provider's contact point.

14. Accompanying documentation is documentation that accompanies the item from acceptance to delivery, e.g. shipping label, delivery note, or customs declaration.
 15. Notice of arrival of shipment – if there is nobody to receive the delivery at the delivery address or if the addressee has not reported a delivery location, the service provider leaves the addressee a notice of arrival of shipment, in which it states the location and deadline for picking up the shipment. The notice of arrival of shipment can be sent to the addressee electronically (to the email address or mobile phone number that the addressee provided to the service provider), or the service provider can insert it in paper form into a residential letterbox or leave it at the address.
 16. For the purpose of these General Terms and Conditions, force majeure 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 (laid down 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; non-payment of suppliers or subcontractors; direct or indirect effects of ionising radiation or contamination through radioactivity; and similar events.
- (2) The remaining terms used in these General Terms and Conditions shall have the same meaning as defined in the Act or in secondary regulations and the General Terms and Conditions for the Provision of Universal Postal Service, and in the Universal Postal Union regulations regarding international mail.

II. TYPES OF OTHER POSTAL SERVICES AND OTHER SERVICES

Article 4 (general)

- (1) Other postal services are services that users order prior to or during the transport of postal items and which are listed in these General Terms and Conditions and in the service provider's price list, or in the user's order form and/or agreement between the user and the service provider (hereinafter: other postal services). More information on placing orders or on ordering the service provider's services is available on the service provider's website.
- (2) Other services are services that are not included among other postal services and are listed in the service provider's price list for other services.
- (3) Supplementary services are services that are not included among other postal services or among other services, and are listed in the service provider's price list for supplementary services.
- (4) The sender can order other and/or supplementary services when ordering the other postal services referred to in the first paragraph of this article of the General Terms and Conditions after posting the item, but prior to its delivery, in the manner set out in these General Terms and Conditions.
- (5) The addressee can order other and/or supplementary services when ordering the other postal services referred to in the first paragraph of this article of the General Terms and Conditions prior to the delivery of the item.

Article 5
(selection of service)

- (1) Postal items are divided into:
 - lettermail, intended solely for sending correspondence, documents and other written communication, and not intended for sending goods. This includes letters pursuant to specific laws, registered letter for delivery to residential letterbox, registered letter with add-on service, addressed publication, addressed direct mail, business reply – letter, business letter, and letter with tracking – documents;
 - goods shipments intended for sending goods with or without commercial value. These include small packet with add-on service, insured business letter, priority small packet, business reply (packet), parcel, business parcel, international business parcel and Connect parcel;
 - Express Mail items.
- (2) To send gold and other precious metals, precious stones, money and securities, the sender shall be obliged to select the service *Vrednostno pismo (Insured Letter)* (within the universal postal service under the General Terms and Conditions for the Provision of Universal Postal Service) or *Poslovno vrednostno pismo (Insured Business Letter)*.
- (3) The user shall be entitled and obliged to select another postal service and/or add-on service that conforms to the type, content and value of the domestic or international postal item.
- (4) The value indicated on the postal item must correspond to the value of the content of the postal item.
- (5) The size, labelling and other qualities of the postal items must correspond to the provisions of the currently applicable rules of the Universal Postal Union and any multilateral and bilateral agreements.
- (6) Priority and non-priority delivery is provided for registered letters with add-on service and business reply (letter) in domestic mail. Upon posting a priority postal item, the user stamps the "Prednostno" ("Priority") designation (in a font size of at least 12 pt, bold) in the top left-hand corner of the address side of the item, and may also affix a "Prednostno" ("Priority") label to the item, which they can obtain from the service provider. If the designation cannot be stamped or affixed in the upper left-hand corner of the address side, it must be placed in another prominent position on the address side.

II. 1. LETTER MAIL

Article 6
(letters pursuant to specific laws)

- (1) *Pisma po posebnih zakonih* so tista priporočena pisma, za katera način prenosa določajo posebni zakoni iz drugega odstavka 42. člena zakona in podzakonski akti, sprejeti na podlagi posebnih zakonov, in sicer so to pisma v pravnem postopku, pisma v upravnem postopku, pisma v kazenskem postopku in pisma v postopku vpisa v sodni register in postopku izbrisa iz sodnega registra brez likvidacije, pisma z osebnimi izkaznicami, potnimi listi, vozniškimi dovoljenji, pomorskimi listinami, dovoljenji za prebivanje za tujca.
- (2) For letters governed by specific laws, the service provider provides the same delivery deadline as for priority registered items.

- (3) In cases specified by the specific laws referred to in the previous paragraph, the handover of letters pursuant to specific laws is also subject to the service provider's general terms and conditions.

Article 7

(registered letter for delivery to residential letterbox)

- (1) A *registered letter for delivery to residential letterbox* is a sealed domestic postal item which is recorded upon acceptance and delivery and which must satisfy the conditions for registered letters. It is delivered by being placed in the addressee's residential letterbox, free-standing letterbox or post-office box.
- (2) To order the service, the user first concludes a written agreement with the service provider or submits an order form to the service provider's authorised sales consultant. No specific form is required for the order. More information on individual customers submitting an order for this type of postal item is available on the service provider's website.
- (3) The designation "Vročiti brez podpisa naslovnika, z vložitvijo v hišni predalčnik" must appear on the address side of the item.

Article 8

(letter with tracking – documents)

- (1) *Letter with tracking – documents* is a sealed international postal item posted by a legal entity or natural person.
- (2) The service is recorded upon acceptance and delivery. The item is delivered by being placed in the addressee's residential letterbox, free-standing letterbox or post-office box.
- (3) Letter with tracking – documents must be equipped with a *CN23 customs declaration* in electronic form (eCN23). The address side of the item must be marked (logotypes): "Tracked", "Scan" and "No signature required".
- (4) The size of the item must meet the requirements for ordinary letters.
- (5) The maximum weight of a letter with tracking – documents is 2,000 g.

Article 9

(business reply – letter)

- (1) A business reply (letter) is an item intended for sending correspondence, documents and other written communication, that allows the sender to obtain a response from the addressee to the sender's advertising campaign, research project and other activities and offers. To order the service, the user first concludes an agreement with the service provider. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website. When carrying out a postal item delivery that has not been explicitly arranged in an agreement, the user of the postal service and the service provider shall adhere directly to the provisions of these General Terms and Conditions, the applicable Instructions for Providing the Service of Business Reply (Letter) and Business Reply (Packet) in domestic mail, as well as the applicable price list of the service provider. All these documents are published and available to users of postal services on the service provider's website at www.posta.si.
- (2) The postage for the delivery of a business reply (letter) shall be paid by the addressee of the business reply.
- (3) The size and weight of a business reply (letter) must meet the requirements for ordinary letters.

Article 10
(addressed direct mail)

- (1) *Addressed direct mail* comprises advertising, marketing or other publicity material with identical content, but differs in the addressee's name and surname or title, street and house number or settlement and house number, post code and name of destination post office, and identification number, and is sent to at least ten addressees.
- (2) To order the service, the user first concludes an agreement with the service provider. Legal capacity is not required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.
- (3) The service is provided in accordance with the valid Instructions for providing addressed direct mail services, which is published on the service provider's website at www.posta.si.
- (4) Bills, invoices, financial statements and other unidentified messages are not addressed direct mail.
- (5) An item that is combined with other items in the same packaging is not addressed direct mail.
- (6) The size and weight of addressed direct mail must meet the requirements for ordinary letters. The addressee's address must be printed in accordance with these General Terms and Conditions, and the sender shall be obliged to take account of the provisions of the *Manual for the Correct Addressing of Postal Items*. The sender must write or print the designation "NDP" (in minimum 12 point font, bold) in the upper left-hand corner of the address side. If it is not possible to write or print in the upper left-hand corner of the address side, the designation must be located in another visible place on the address side.
- (7) Addressed direct mail which does not conform to the above conditions shall be considered an ordinary letter.
- (8) Before sending, senders of addressed direct mail shall present a sample of the addressed direct mail to the service provider and ensure that all items will be identical to the provided sample. The sender is responsible for the contents of addressed direct mail in accordance with the conditions set out in the instructions, while the service provider reserves the right to refuse to accept addressed direct mail.
- (9) Machine sortable addressed direct mail must satisfy the conditions for standard letters and the following characteristics:
 - the addressee must be stated in black on a white background;
 - the address block lines must be printed one after the other and cannot contain empty lines;
 - 15 mm light-coloured bottom edge on the address side of items, all edges of the item must be sealed;
 - paper (envelopes) may not be waxed (without the glossy coat);
 - the weight of envelopes or leaflet must be at least 80 g/m² and no more than 160 g/m², or at least 160 g/m² and no more than 500 g/m² if the addressed direct mail is in the form of a postcard;
 - the maximum weight of a postal item is 50 g;
 - the maximum thickness is 5 mm.

If the item does not satisfy the conditions indicated in this paragraph, the sender of the item must, before posting, sort the mail by individual addressing post office and pack it into bundles or other packing units so that the weight of the bundle or packing unit does not exceed 10 kg. If the sender posts fewer than 2,000 items, they can be submitted unbundled but should be sorted by ascending postal code of the addressing post office. If the sender fails to do this, the service

provider shall charge an addressed direct mail surcharge in accordance with the applicable price list.

Article 11
(addressed publications)

- (1) *Addressed publications* include newspapers, magazines and other print forms of publishing editorially designed content which usually carry numerical and/or time designations and are published regularly or occasionally in serially published issues, whose essential purpose is not to induce the recipient to make a purchase. If it is in the user's basic interest for the item to induce the recipient to make a purchase, such item may not be posted as an addressed publication, but shall be considered addressed direct mail.
- (2) To order the service, the user first concludes an agreement with the service provider. Legal capacity is not required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.
- (3) Addressed publications may be posted without a wrapper or wrapped in plastic wrap, inserted in an envelope, cardboard packaging, etc. Addressed publications must be open enough so that their contents are visible. The service provider reserves the right to check the contents of addressed publications.
- (4) Order forms, payment orders and business replies, as well as other printed inserts, can be inserted into addressed publications if they satisfy all of the following conditions:
 - has the same name as the publication,
 - has the same issuer as the publication,
 - the printing, design and paper type are the same as for the publication,
 - the content of the insert and the publication are related,
 - it is a constituent part of the publication and is inserted into an individual copy.Such inserts shall be included in the weight of the addressed publication.
- (5) If an insert in an addressed publication does not satisfy the conditions set out in the preceding paragraph, the delivery will be charged in accordance with the price list for delivery of inserts in publications applicable on the day the service is provided.
- (6) Other printed and non-printed inserts may be inserted into addressed publications only in the manner and under the conditions agreed by the sender and the service provider.
- (7) Before sending, senders of addressed publications shall present a sample of the addressed publication to the service provider and ensure that all items will be identical to the sample provided.
- (8) The size and weight of addressed publications must meet the requirements for ordinary letters. The maximum weight of addressed publications is 10 kg.
- (9) Prior to posting items, the sender must sort the postal items by individual addressing post office and pack them into bundles or other packing units so that the weight of the bundle or packing unit does not exceed 10 kg. If the sender posts fewer than 2,000 items, they can be submitted unbundled but should be sorted by ascending postal code of the addressing post office. If the sender fails to do this, the service provider shall charge an addressed publication surcharge in accordance with the service provider's applicable price list.

Article 12
(business letter)

- (1) A *business letter* is a sealed rectangular domestic postal item made of opaque paper. Transparent paper may only be used for transparent windows through which only the addressee's address may be visible. The transparent window may not have a coloured edge and must be made of a material that allows the address to be clearly legible. Its minimum size is 30 x 85 mm, and maximum size is 45 x 90 mm.
- (2) Business letter size and weight:
 - minimum size: 90 x 140 cm,
 - maximum size: 165 x 235 mm,
 - maximum thickness: 5 mm,
 - maximum weight: 50 g.
- (3) Delivery is effected in the manner and under the conditions set out in an agreement between the sender and the service provider in accordance with the terms and conditions of delivery and the price list. No specific form is required for the agreement. The service is provided in accordance with the applicable Instructions for Providing Business Letter Services, published on the service provider's website.

II. 2. GOODS SHIPMENTS

Article 13
(business reply – packet)

- (1) A *business reply – packet* is a postal item that allows the sender to obtain a response from the addressee to the sender's advertising campaign, research project and other activities and offers. To order the service, the user first concludes an agreement with the service provider. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.
- (2) The acceptance of an order confirmed by a sales consultant by email or regular mail shall also be deemed an agreement. A list of sales consultants is available on the service provider's website.
- (3) When carrying out a postal item delivery that has not been explicitly arranged in an agreement, the user of the postal service and the service provider shall adhere directly to the provisions of these General Terms and Conditions, the applicable Instructions for Providing the Service of Business Reply (Letter) and Business Reply (Packet) in domestic mail, as well as the applicable price list of the service provider. All these documents are published and available to users of postal services on the service provider's website at www.posta.si.
- (4) The postage for delivery of a business reply (packet) is paid by the addressee of the business reply.
- (5) The size and weight of a business reply – packet must meet the requirements for small packets.
- (6) The addressee of the business reply – packet must write or print the designation "POSLOVNI ODGOVOR – BLAGO" (in minimum 12 point font, bold) in the upper left-hand corner of the address side. If it is not possible to write or print in the upper left-hand corner of the address side, the designation must be located in another visible place on the address side.

Article 14
(priority small packet)

A *priority small packet* is a sealed domestic postal item which is assigned priority over other mail during the sorting and transit phases of delivery. The designation "*prednostno*" ("priority") must be indicated on the address side of the item.

(1) To order the service, the user first concludes an agreement with the service provider. No specific form is required for the agreement.

(2) Size and weight of priority small packet:

Minimum size	Maximum size	Maximum thickness	Weight
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
90 mm x 140 mm	600 mm x 600 mm x 600 mm; the sum of the length, width and height shall not exceed 900 mm	/	from 0 g to 2,000 g

Article 15 (insured business letter)

- (1) An *insured business letter* is a sealed domestic postal item that is recorded upon acceptance and delivery and whose value is indicated, and can be posted by legal entities and any natural persons who are registered to perform that activity pursuant to regulations. The size and weight must meet the requirements for ordinary letters.
- (2) To order the service, the user first concludes a written agreement. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.

Article 16 (parcel)

- (1) A *parcel* is an item which is recorded upon acceptance and handover and which can be insured for a declared value. Insured parcels must be properly sealed.
- (2) Parcel size and weight:
 - minimum size of address side: 165 x 235 mm,
 - maximum size: up to 1500 mm for any one dimension, whereby the length and the greatest circumference may not exceed 3000 mm,
 - weight: between 10 kg and 30 kg.

Article 17 (business parcel)

(NOTE: Until 31 December 2024, the *Poslovni paket (Business Parcel)* service will only be available to users who have concluded an agreement with the service provider by 31 December 2021. For other users, the Business Parcel service has been discontinued. As of 1 January 2022, the Business Parcel service has been replaced with the MojPaket parcel service, which is governed by the service provider's General Terms and Conditions for MojPaket.)

- (1) A *business parcel* is a domestic postal item that can be posted by legal entities (institutions) and natural persons who are registered to perform that activity pursuant to regulations.
- (2) To order the service, the user first concludes a written agreement. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.

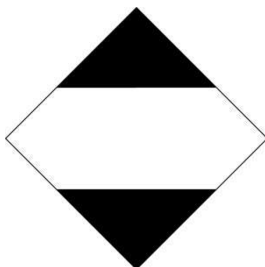
- (3) The service provider reserves the right to charge the add-on service *Manual acceptance of item* if users fail to provide e-data on the shipment, in accordance with these General Terms and Conditions, when posting business parcels.

Article 18
(international business parcel)

- (1) An *international business parcel* is an international postal item that can be sent to certain countries by legal entities and those natural persons who are registered to perform that activity pursuant to regulations, and which is addressed to a legal entity or natural person.
- (2) To order the service, the user first concludes a written agreement. No specific form is required for the agreement. When posting items, account is taken of the *List of Countries with which Parcel Items are Exchanged*, which is available on the service provider's website. More information on submitting an order for this type of postal item is available on the service provider's website.

Article 19
(Connect parcel)

- (1) A *Connect parcel* is an international postal item that can be sent to certain countries by legal entities and any natural persons who are registered to perform that activity pursuant to regulations, and which is addressed to a legal entity or natural person.
- (2) To order the service, the user first concludes a written agreement. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website. Electronic exchange of data on postal items is required in order to use this service.
- (3) The size and weight of Connect parcels must meet the following conditions:
- maximum size: 120 x 60 x 60 cm
 - minimum size: 15 x 11 x 1.5 cm
 - maximum weight: 31.5 kg
- (4) Dangerous goods in limited quantities may also be shipped in Connect parcels, subject to prior written approval by the service provider and a written agreement on the shipment of dangerous goods in the exceptions of the ADR agreement.
- (5) The sender must submit Connect parcels containing dangerous goods in limited quantities for delivery with the service *Nevarno blago v omejitvah (Dangerous Goods subject to Restrictions)* and furnished with the designation below (minimum size of the designation 100 x 100 mm, thickness of the margin line at least 2 mm):



The designation must be clearly visible (not covered by any other labels and/or designations).

- (6) The maximum weight of Connect parcels containing dangerous goods in limited quantities may be 30 kg.

(7) For the remainder, the provisions of Article 31 of these General Terms and Conditions shall apply to the carriage of dangerous goods in limited quantities in Connect parcels.

II. 3. EXPRESS MAIL

Article 20 (Express Mail)

- (1) *Express Mail* is an item with a short delivery deadline.
- (2) International Express Mail may include:
 - UPS items:
 - UPS letter or envelope (letters and documents only)
 - parcel (goods to which documents may be enclosed)
 - EMS items:
 - letter (documents only)
 - parcel (goods to which documents may be enclosed)
- (3) Express Mail items in domestic mail may contain either documents or goods, and may be sent within Slovenia or within individual cities. More information on sending this type of postal item is available on the service provider's website.
- (4) The size of domestic Express Mail and international Express Mail (EMS) items must correspond to the size of the parcel. International Express Mail (UPS) must correspond to the following sizes:
 - minimum size of address side: 165 x 235 mm,
 - maximum size: up to 2700 mm for any one dimension, whereby the length and the circumference measured across the widest point may not exceed 4190 mm.
- (5) The maximum weight of domestic Express Mail is 50 kg, for international Express Mail (EMS) 30 kg (for Croatia 50 kg), and the maximum permissible actual or dimensional weight of international Express Mail (UPS) is 25 kg.

II. 4. ADD-ON SERVICES FOR POSTAL ITEMS

Article 21 (priority)

- (1) *Priority* is an international mail service in which an item has priority during delivery.
- (2) The designation "*Priority*" must appear on the address side of the item.

Article 22 (cash on delivery)

- (1) *Cash on delivery* is a postal service in which an item is delivered against prior payment of the payment amount.
- (2) The sender must write the word "*Odkupnina*" and the payment amount on the address side of the postal item.
- (3) The designation "*Odkupnina*" must appear on the address side of the item, and "*Cash on Delivery*" for international postal items.
- (4) The sender must include a suitable completed payment document with the item. If the sender encloses a UPN payment order as a payment document, the service provider shall transfer the amount of cash on delivery to the sender as a single payment transaction, which shall be carried

out in cooperation with Nova KBM d.d., in accordance with the General Terms and Conditions for Single Payment Transactions at Post Offices.

- (5) The service provider shall charge the postal service user a fee for the single payment transaction in accordance with the applicable price list, published in the General Terms and Conditions for Single Payment Transactions at Post Offices, which is also available on the service provider's website. Detailed information is available on the service provider's website.

Article 23
(advice of receipt)

- (1) *Advice of receipt* is a postal service in which the delivery of the item is confirmed on a special Advice of Receipt form. The advice of receipt is returned to the sender as an ordinary letter.
- (2) The designation "AR" must appear on the address side of the item.
- (3) Advice of Receipt forms are completed by the sender and posted together with the item in accordance with the requirements of the service provider.

Article 24
(delivery note)

- (1) A *delivery note* is a domestic postal service in which the addressee confirms receipt by signing the delivery note. The signed delivery note is returned to the sender. It is 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 and the price list. To order the service, the user first concludes an agreement with the service provider. No specific form is required for the agreement. More information on submitting an order for this type of postal item is available on the service provider's website.
- (2) The designation "DOB" or "Dobavnica" must appear on the address side of the item.
- (3) Delivery notes are sent together with the item.

Article 25
(handover in person)

- (1) *Handover in person* is a domestic postal service in which the postal item must be delivered to the addressee in person.
- (2) The designation "Vročiti osebno" must appear on the address side of the item.

Article 26
(document signature)

- (1) *Document signature* is a domestic postal service in which the addressee confirms receipt by signing an enclosed document (the item is delivered *exclusively* to the addressee in person), only when the addressee presents the requested identity document to the service provider before the item is handed over, in the manner and under the conditions agreed in writing between the sender and the service provider in accordance with the General Terms and Conditions and the price list.
- (2) The sender shall furnish the address side of the postal item with a designation of the service referred to in the preceding paragraph of this article, i.e. "POD" or "Podpis dokumentov" ("Document signature"), and shall enclose the pre-filled document which is the subject of this service.

- (3) The service provider can also conduct the identification of the addressee in electronic form, provided that the sender has previously affixed to the postal item on the address side the designation "PODL" or "Podpis dokumentov – Leanpay" ("Document signature – Leanpay"), and ensured that the identification data were uploaded to the agreed information environment, and that the addressee was provided a verification code to claim the postal item.
- (4) The data for the identification of the addressee include name, surname and address of the addressee, date of birth, number, title and/or indication of the issuer of the personal identification document and/or the verification code to claim the postal item. The service provider verifies the data by inspecting the personal identification document, or enters the number, title and/or issuer of the personal identification document on the attached document or in the agreed information environment. In the latter case, the service provider also enters the verification code to claim the item.
- (5) The sender guarantees to the service provider that it has the relevant legal basis in place under this article of the General Terms and Conditions for the provision of the addressee's identification data; otherwise it is independently liable for processing these personal data upon ordering the service *Document signature* or *Document signature – Leanpay*.
- (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. In the event of failure to do so, the addressee shall be solely liable for any incomplete or false data that would prevent the service provider from completing the delivery, and the service provider would have to, in agreement with the sender, return the postal item to sender. The consequences of returning the postal item shall be dealt with by the addressee directly with the sender.
- (7) If the addressee is a legal entity, the sender must include in the address 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 physical form, it shall be returned to the sender after the identification is completed; in the case of electronic identification, the service provider shall hand over the item after receiving confirmation of the entered mandatory data, thus deeming the service rendered.

Article 27
(handle with care)

- (1) *Handle with care* is a postal service in which items must be handled with particular care.
- (2) Items containing live animals and dangerous substances which are exchanged between institutions competent for that activity in the manner and under the conditions prescribed by law must be sent handle with care.
- (3) The designation "*Občutljivo*" must appear on the address side of domestic items, or "*Fragile*" for international items. If the contents of a postal item require special handling, the sender must additionally indicate this on the item (for example: This Side Up, Glass, etc.).

Article 28
(postage paid by addressee)

- (1) *Postage paid by addressee* is a domestic postal service in which the postage is paid by the addressee. It is 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 and the price list.
- (2) When such items are returned to sender, the postage and return postage are paid by the sender.
- (3) The designation "PPN" must appear on the address side of the item.

Article 29
(delivery time)

- (1) *Delivery time* is a postal service for certain items, in which the sender can select the approximate time of delivery according to the currently valid price list. Delivery is effected in the manner and under the conditions agreed on in an agreement between the sender and the service provider in accordance with the terms and conditions of delivery and the price list.

Article 30
(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 and the service provider therefore performs manual entry of 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 the item will be entered into the service provider's system on the same day.

Article 31
(dangerous goods subject to restrictions)

- (1) *Delivery of dangerous goods subject to restrictions* (hereinafter: NBO or NBO service) is a service that the service provider renders if the sender posts an item that contains dangerous goods in limited 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 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 acceptance determined by the service provider in the *List of dangerous goods in limited quantities* (hereinafter: List), *Instructions for the transport of dangerous goods in the exceptions of the ADR agreement* (hereinafter: Instructions) and the *User Manual – transport of dangerous goods* (hereinafter: Service Provider's Manual) which are published on the website www.posta.si.
- (3) The service provider charges a sender that selects an 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) A sender that concludes a written agreement under the first paragraph of this article of these General Terms and Conditions with the service provider also assumes responsibility and guarantees that the goods will be furnished, packaged and labelled in accordance with the applicable legislation and regulations, and posted 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 items 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 the goods. Prior to the first posting of dangerous goods of the same type, the sender must provide the service provider with appropriate safety data sheets and other documents that may be required by the service provider (statement, etc.) at the email address nevarno.blago@posta.si.

(6) Even after accepting a postal item 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 incurred as a result of failing to select the relevant service and/or obtain the service provider's prior written approval, as well as for all direct and/or indirect damage incurred as a result of inadequate furnishing, packing and labelling of goods or a breach of the sender's other obligations regarding the posting of dangerous goods subject to restrictions 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 an item.

(8) Delivery of items with the selected NBO service to an alternative delivery point (parcel locker, service station, parcel delivery box) or delivery of the item to the addressee without confirmation of acceptance/collection is not possible. If an item cannot be handed over at the address, the service provider shall leave 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 at www.posta.si.

III. **CONDITIONS FOR ACCEPTANCE AND DELIVERY OF POSTAL ITEMS**

Article 32

(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 double shipping labels, other barcodes, 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 damage and breakage. Packaging for postal items may include envelopes, boxes, crates or other suitable packaging that ensures that the contents of the postal item are completely protected. The use of letter envelopes and cloth bags for sending parcels is not permitted. The use of padded envelopes and PVC bags is permitted only in the case of sending parcels and small packets whose content is not breakable or fragile.

- (3) The internal protection 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 material so as to prevent movement or damage to the contents or loss of contents or harm to postal employees and property or other goods during transit. When sending liquids, semifluids, fatty substances, powders and bulk grains, the content must be 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 is correctly and adequately packaged for the performance of all activities that the service provider must provide during transit of the item, 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 apply to postal items and the characteristics of the content, 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. For sending contents sensitive to blows, the sender must use packaging made of hard and inflexible material. If sales/commercial packaging does not meet the requirements, the sender must provide additional protection for such goods. For correct labelling of goods, senders can turn to the manual *Rules for Preparing Parcel and Pallet Shipments*, which can be accessed on the service provider's website www.posta.si.
- (5) If adhesive tape is used to seal a small packet or uninsured parcel in international mail, the sender must mark it with a signature or other proprietary marking such that parts of the marking are visible on the tape and the packaging.
Security labels, adhesive tape or other effective means of closure must be used to seal insured parcels and small packets with the "insured content" add-on service.
- (6) If a security label or adhesive tape is used to seal an insured parcel or small packet with the insured content add-on service, senders that are legal entities must print a stamp or a facsimile signature or other certification on the parcel, and natural persons must sign the parcel. Parts of the stamp or signature must be visible on the security label or adhesive tape and packaging.
- (7) When preparing the packing and labelling postal items, the sender/contracted user may use the service provider's information technology tools and services, for which the technical instructions and descriptions of the services are available on the service provider's website www.posta.si, and for contracted users also from the service provider's contract administrator. The sender/contracted user must carefully store the assigned usernames, passwords and accesses to the software solutions that it receives from the service provider and protect them from disclosure to unauthorised third parties. If a sender/contracted user 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/contracted user, and the sender/contracted user shall bear sole responsibility for abuse of usernames and passwords.
- (8) The sender may not combine two or more items and post them as a single postal item.

Article 33

(addressing postal items – addressee's and sender's address)

- (1) The addressee's and sender's address must be printed correctly and legibly on the postal item. The sender's address is not required for ordinary letters, unless marked "*Poštnina plačana pri*

pošti" (Postage paid at the post office) and "*Poštšina plačana. Pog. št.*" (Postage paid. Agreement no."), on international postal items marked "*Postage paid*" , or in the case of goods shipments.

(2) The addressee's and sender's address shall be deemed to have been stated correctly when the REQUIRED DATA on the item are listed in the following order:

- first and last name or name of company, institution, etc.;
- street name and house number, or settlement name and house number; If there are several streets with the same name in the area of an individual post office, the name of the settlement shall be printed on the line above the statement of the street name and house number.
- the post code and name of the destination post office, or the special post code and name of the destination post office for special post codes;
- name of country (for international mail).

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 are listed on the item in the following order:

- addressee's first and last name 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 destination post office;
- name of country (for international mail).

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 address the item as set out below.

Pickup at PS Paketomat:

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

Pickup at service station:

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

Pickup of *poste restante* items:

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

The designations "*Poštno ležeče*" and "*Poste restante*" shall not be considered the sender's address.

Pickup at parcel delivery box:

- addressee's first name and surname, followed by 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, details about the 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 changes to the delivery address and date in accordance with the service provider's conditions (e.g. sending SMS and/or email notices, calling the addressee prior to delivery, etc.). The addressee'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, etc.
 - (4) Notwithstanding the statements in the third paragraph of this article, the addressee's and sender's telephone number and/or email address are required on items in which live animals are transported, and for other services of the service provider (e.g. customs brokerage), if so stipulated in the specific terms and conditions or instructions issued by the service provider for the provision of individual types of services.
 - (5) 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.
 - (6) Postal items shall be addressed using Latin characters for domestic and international mail. International postal items may also be addressed using the script of the destination country, but the destination post office and destination country must be stated using Latin characters, unless otherwise determined in the specific terms and conditions or instructions issued by the service provider for the provision of individual types of services.
 - (7) Postal items which are recorded upon acceptance and handover must be addressed to a single addressee.

Article 34

(prohibited content of postal items and conditions of the delivery of dangerous content as an exception from the prohibited content of postal items)

- (1) 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, unless the sender or addressee is a person authorised by law to trade in or use hazardous substances, and excepting bees, leeches and silkworms, which may be sent only in goods shipments;
 - highly perishable goods and goods requiring temperature control during transport (e.g. fresh fruit, fresh vegetables, etc.), which may be sent in exceptional cases upon prior agreement with the service provider;
 - liquids, which may be sent in exceptional cases if appropriate internal packaging is provided that prevents spillage in the event of damage to the item (e.g. hermetically sealed bags, etc.);

- objects and substances prohibited by the specific legal regulations governing air transport for international postal items, specifically prohibitions and restrictions relating to:
 - a) lithium batteries and cells, **except** lithium batteries and cells installed in devices/equipment that meet the following requirements:
 - o for cells in which the lithium is in metal or alloy form the maximum lithium content is one (1) g, while for lithium-ion cells the maximum nominal power is twenty (20) Wh;
 - o for batteries in which the lithium is in metal or alloy form the maximum lithium content is two (2) g, while for lithium-ion batteries the maximum nominal power is one hundred (100) Wh;
 - o items may contain at most four lithium cells or two lithium batteries, installed in the device/equipment;
 - o lithium cells and batteries must not be damaged;
 - o lithium cells and batteries must not be a potential source of radiation or heat, and may not cause fires or short circuits;
 - b) other substances or objects the sending or delivery of which is prohibited by national and directly applicable European air transport regulations or other international legal regulations applicable to international transport (the Universal Postal Union Convention and the prohibitions on traffic in a particular country of destination) and as further specified in the List of Countries with Services and Conditions for the Collection of Connect Parcels, and the recommendations and prohibitions in the Manual for International Mail – Dangerous Goods and the User Manual – Transport of Dangerous Goods).

The prohibitions set out in this indent of this article of the General Terms and Conditions shall not apply if they are set out as an exception to the prohibited contents of postal items under Article 31 of these General Terms and Conditions and in the Instructions for the Transport of Dangerous Goods in the Exceptions of the ADR Agreement issued by the service provider. All prohibitions, restrictions, exceptions and legal bases set out in this provision of the General Terms and Conditions are available to users of international mail in more detail on the website of the service provider [Pošta Slovenije | Prohibitions and restrictions \(posta.si\)](#).

(2) 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 postal item with dangerous goods hereunder for transport, and a written agreement has been concluded between the service provider and sender on the basis of the service provider's approval, in accordance with the provisions of the Instructions for the Transport of Dangerous Goods in the Exceptions of the ADR Agreement and these General Terms and Conditions.

Article 35

(sender's responsibility for the contents and preparation of the postal item)

- (1) Upon posting postal items and signing the accompanying documents where required (parcel and EMS shipping label, customs declaration form, sender's declaration) , the sender guarantees to the service provider that they do not contain prohibited contents.
- (2) Acceptance of parcels or small packets containing prohibited content shall not mean that the service provider will transport the item, but that it may refuse such items at its own discretion.
- (3) If, during the transit of the postal item, a loss event occurs as a result of the sender's failure to post the item in accordance with the General Terms and Conditions, the sender shall be liable to reimburse the service provider for any damage suffered by the latter during the transfer of such postal item. Damage compensation shall also include indirect damage in whatever form, which

the service provider may be required to pay to third parties, costs incurred on the service provider's equipment, personnel or other property, and costs resulting from the special handling of such a postal item.

Article 36
(acceptance of mail)

- (1) The sender must correctly indicate the payment of postage on the item and submit it to the service provider together with the complete acceptance and accompanying documentation and/or e-data, in the manner and under the conditions determined by the service provider (manual labelling or using the service provider's information system), 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 the service provider's price list effective on the day the service is provided.
- (2) International goods shipments must be equipped with a completed *Naslovnica (Address label)* form with a customs declaration form CN23. This form can be completed in electronic form on the service provider's website. The required data on the form may differ depending on the destination country (EU Member State, countries outside the EU, etc.).
- (3) The service provider reserves the right not to accept a postal item for transfer and to return it to the sender if it does not meet the conditions for transfer upon receipt (e.g. if the service provider finds the packaging inadequate, if the packaging is externally damaged, if it contains dangerous goods which the service provider does not transfer or other prohibited contents, etc.). The sender shall be obliged to take back such postal item. If the sender fails to take back such item, the service provider shall record the refusal in the information system and assign the postal item the status of undeliverable postal item.

Article 37
(right of disposal)

- (1) Postal items shall remain the property of the sender, and the sender shall have the right of disposal with posted items until their handover/delivery to the addressee, unless they are confiscated pursuant to applicable legislation or by the competent customs or other authorities.
- (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 with 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 38
(sender's right of disposal)

- (1) Senders that have not concluded an agreement on the provision of postal and other services with the service provider may submit a *Sender order (Form P-73)* only in written form, at the service

provider's premises intended for direct operations with users. They must provide proof of identity and submit the accompanying documentation.

- (2) Senders that are legal entities or natural persons registered to perform business activities and which have concluded agreements with the service provider for the provision of postal services, in addition to the abovementioned as set out in the previous paragraph, may also send Sender orders to the service provider's email address stated in the agreement, where the service provider shall be obliged to confirm receipt of the order. Other written orders from the sender, sent in another manner or to another address, will not be taken into consideration.
- (3) After submitting a Sender order for a domestic postal item, the sender may request the following up to the delivery of the item to the addressee:
 - change or amendment of addressee's address on item
 - return of item
 - add COD charges, change or delete the COD amount
 - storage of item after expiry of pickup deadline (up to 7 days)
- (4) After submitting a Sender order for an international postal item, the sender may request the following up to the delivery of the item to the addressee:
 - change or correction of address on item
 - return to sender
 - deletion or change of COD amount

Article 39

(addressee's right of disposal)

The addressee has the possibility of disposal with the item by submitting a request on the *Addressee order* form at a post office, or by using an electronic solution provided by the service provider that is considered an electronic form of an Addressee order, if the sender provides the service provider with its mobile phone number and/or email address in electronic form upon posting the item. The above applies solely to postal items for which the service provider provides electronic notification of arrived mail.

Article 40

(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 items to another person (e.g. a neighbour), with delivery at an agreed place, pickup of items at alternative addressfor each individual type and group of items for which the service provider provides for the use of an Addressee order.
- (2) Upon concluding an Addressee order, the addressee must provide proof of identity as set out in the General Terms and Conditions for the Provision of Universal Postal Service. Data on identity are captured in the service provider's information system, and the addressee confirms the

conclusion of the Addressee order and the accuracy of the data by signing the *Addressee order* form.

- (3) One addressee order can be used to arrange the provision of the selected service in the Addressee order for several family members residing at the same address. In such case all of the adult family members must provide proof of identity and confirm the conclusion of the addressee order by signing the Addressee order. For family members who are dependents (children and persons whose contractual capacity has been revoked by legal decision), the aforementioned is arranged by their guardian, who must also provide proof of identity and guardianship.
- (4) If the service provider establishes that it is unable to fill an Addressee order, because e.g. the addressee does not have a residential letterbox at their new address, fails to pick up items at the post office within the pickup deadline, etc., the service provider reserves the right to unilaterally cease the provision of the services ordered in the Addressee order. The service provider shall notify the addressee of the termination of the performance of the Addressee order in writing, and shall cease to perform the Addressee order within no more than eight (8) days following receipt of the service provider's notice to the addressee, if the addressee fails to resolve the issue within that deadline. If termination of performance occurs, the items will be delivered to the addressee's address stated on the item.

Article 41 (electronic Addressee order)

Electronic Addressee orders allow the addressee to change the 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.

Article 42 (obligation to cooperate)

- (1) The sender must label each parcel with the service provider's designation intended for items in transit, with the sender's and addressee's (recipient's) correct addresses, and ensure that the accompanying documentation is provided. When addressing to an alternative delivery point pursuant to the service provider's special terms and conditions (e.g. to the addresses of service stations, automated parcel machines, parcel delivery boxes, etc.), this involves delivery to an address that is not the addressee's official address that the addressee reported to the competent authorities. If the sender fails to label the item with the service provider's designation intended for items in transit, or with the correct address, or fails to provide the required documentation, the sender shall be liable for any additional costs incurred.
- (2) When labelling postal items subject to customs inspection, the sender must provide all required documentation in order to ensure a smooth customs procedure pursuant to the service provider's specific terms and conditions. The documentation must be affixed to the item's external packaging. If the sender or person ordering the transport fails to provide the required documentation, the sender shall be liable for any additional costs incurred. Customs formalities shall be carried out on the item pursuant to the service provider's specific terms and conditions.

IV. DELIVERY AND HANDOVER OF MAIL

Article 43 (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 obligations.
- (2) The provisions of the law, special laws, the General Terms and Conditions for Provision of Universal Postal Service, the General Terms and Conditions and any other instructions published on the service provider's website and the websites of the service provider's contractual partners regarding the use of equipment and materials for mail delivery shall apply to the delivery and handover of mail.
- (3) The addressee is obliged to have a functional and appropriately labelled letterbox. The addressee may also install a parcel delivery box at the address, upon prior registration of its use in the software application of the 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. The selected contractual partner's general terms and conditions shall supplement these General Terms and Conditions of the service provider. 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 via an agreement or via electronic media agree on delivery and handover otherwise, except for delivery and handover that is contrary to the General Terms and Conditions for the Provision of Universal Postal Service, and only for those types of services as set out in these General Terms and Conditions.
- (5) For items pursuant to specific laws, the specific laws and the secondary regulations adopted on their basis set out the terms and conditions and the delivery method, meaning that the user and the service provider may not agree on delivery and handover otherwise than stipulated in those specific laws.

Article 44 (refusal of carriage of other postal services)

If due to force majeure, as defined in these General Terms and Conditions, the delivery of additional postal items which are covered by other postal 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 carriage of a portion of or all postal items.

Article 45 (means of effecting delivery)

- (1) Means of effecting delivery include a letterbox or 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 the service provider pursuant to the law and these General Terms and Conditions.

Article 46

(pickup of items from parcel delivery box)

- (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 a parcel is inserted into the service provider's parcel delivery box, it shall be deemed to have been delivered when the addressee picks up the item using a token to open the delivery box.
- (2) The addressee can pick up the item from the service provider's selected parcel delivery box within 72 hours, which shall begin to expire 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.
- (3) If the service provider is unable to insert the item into the parcel delivery box for objective reasons (e.g.: the delivery box is full, parcel is too large), an agreement on delivery or pickup of the item is made with the addressee via telephone. If the addressee has not agreed with the service provider on the place of delivery or collection, the addressee may collect the item from the post office designated by the service provider within eight (8) days. The addressee is notified of the option of picking up the item at the post office via SMS.

Article 47

(refusal of acceptance)

- (1) The addressee or person to whom an item may be delivered may refuse to accept the item in the manner stipulated in Article 3 of these General Terms and Conditions, in which case the service provider shall return the item to sender, except in the case of items delivered pursuant to a specific law and that law does not specify the option of refusal of acceptance.
- (2) If, in addition to the addressee as defined in the first paragraph of this article, the sender also refuses to accept the goods shipment, the service provider shall acquire the rights over such postal item as defined in Article 51 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.
- (4) The service provider leaves the item at the addressee's address if the person does not want to accept it but is obliged to, except in the case where an item was incorrectly delivered by the service provider or damaged, and the recipient submitted a claim thereon immediately upon delivery.

Article 48

(deadlines for collecting mail at post offices)

- (1) Mail can be collected at the post office within 15 days of the date that the addressee was notified of its arrival.

- (2) Business parcels, BS parcels (posted at a service station) and items prepared in the *PS Pošlji paket (Send Parcel)* application may be collected at the post office within eight (8) days of notifying the addressee of their arrival. For those items, the sender or the addressee may extend the collection deadline within the limits of the options made available by the service provider, whereby the addressee shall be charged for the *Hramba na pošti (Postal Storage)* service upon collecting the item in accordance with the service provider's price list.
- (3) An exception to the above-referenced deadlines is parcels arriving from international postal traffic, on which the sender entered a deadline shorter than 15 days when posting the parcel, and items for which the deadline for pickup from the service provider's parcel delivery box has expired.
- (4) Deadlines for collecting mail are determined on a calendar basis, starting on the day following the day that the addressee received notice of arrival. For mail kept at post offices as *poste restante* and mail for users of post office boxes, deadlines are determined on a calendar basis, starting on the day following the day that the mail arrived at the post office.
- (5) Addressees may pick up postal items containing live animals on the same day that they arrive at the post office. In the event that the postal item is impossible to deliver, that item shall be handled in the manner determined in an agreement with the addressee or sender.
- (6) Should specific acts stipulate deadlines for picking up items at post offices or calculation of deadlines for picking up other than those set out in the General Terms and Conditions for the Provision of Universal Postal Service, the provisions of those acts shall apply.

V. SERVICE PROVIDER'S RIGHTS DURING THE CARRIAGE OF POSTAL ITEMS

Article 49

(destruction of items with correspondence)

The service provider shall assign the status of undeliverable item to a rejected item with correspondence and shall hand it over, sealed, for destruction.

Article 50

(opening, returning and destruction of goods shipments)

- (1) The service provider shall have the right to return goods shipments to the sender, to protect them or to hand them over for destruction during carriage. In exceptional cases, the service provider may open the goods shipment or retain its contents, provided that the circumstances set out in this article and in Article 51 of the General Terms and Conditions are met.
- (2) The right to open an item shall arise when the service provider:
 - establishes in the course of carriage that the goods shipment does not bear the name of the sender or the addressee of the item and that it is not possible to identify the sender and the addressee in any other way than by viewing the contents of the goods shipment;
 - receives an order or other written command issued by a competent authority under the law;
 - establishes during an X-ray examination that the goods shipment contains or may contain prohibited contents as defined in Article 48 of the Postal Services Act and Article 34 of these General Terms and Conditions;
 - establishes in the course of a customs brokerage operation that a goods shipment is subject to a content inspection under customs legislation or in any other cases provided for by law;

- reasonably suspects (based on the postal item's accompanying documentation, etc.) that the postal item contains prohibited contents under Article 48 of the Postal Services Act and Article 34 of these General Terms and Conditions;
 - establishes that the collection deadline specified on the notification on the collection of the goods shipment received by the sender and the addressee as provided for in these General Terms and Conditions has expired (rejected item);
 - for items arriving from international postal traffic, receives a written declaration from the designated service provider of the country of dispatch that the service provider is not returning items to the country of destination.
- (3) In the following cases, the service provider shall, without first obtaining instructions from the sender or the addressee, handle the goods shipment as follows:
- a) in the event of failure to deliver the perishable contents of the postal item at the address, return the item to the sender on the same day or send it for destruction, which the service provider shall decide according to the condition of the parcel and the information in the accompanying documents on the goods shipment. In this case, the service provider shall draw up a record of destruction;
 - b) in the event of damage to the packaging of the goods shipment, protect the contents (goods) if the condition of the goods justifies such action (e.g. repackaging and attaching accompanying documentation, sealing the damaged part of the parcel, etc.) and proceed with the delivery to the address with a record of damaged item;
 - c) if, based on the accompanying documentation on the goods shipment or based on an X-ray examination of the goods shipment, the service provider finds or has reasonable grounds to suspect that the goods pose a threat to the service provider's personnel or property or to other postal items, it shall immediately suspend the delivery and inform the competent authority.
- (4) The service provider shall not be liable to the sender or to the addressee for any damage arising from the opening, return or destruction of goods shipments, provided that the conditions laid down in this article of the General Terms and Conditions are met.

Article 51
(right of disposal of goods shipments)

- (1) The service provider may dispose of a goods shipment accepted for transfer by selling the contents of the item if its contents have commercial value, in the following cases of rejected postal items:
- a) where the sender and the addressee refuse to accept the goods shipment upon delivery or the collection deadline expires and the service provider has recorded such refusal in the information system, and at least three (3) months have elapsed from the date of recording;
 - b) the sender and the addressee have declined acceptance of the damaged goods shipment upon delivery in writing and the sender or the addressee has been compensated by the service provider;
 - c) if the accompanying documentation of the postal item is lost in transit and the sender and the addressee cannot be identified even after opening the item in accordance with the preceding paragraph of these General Terms and Conditions, and at least three (3) months have elapsed from the date of recording.
- (2) If the service provider does not proceed with the sale of the goods under this article, the postal item shall be sent for destruction.

- (3) The service provider shall not be liable to the sender or the addressee for any damage arising from the disposal of goods shipments provided that the conditions under this article of the General Terms and Conditions are met.

VI. QUALITY OF PROVISION OF OTHER POSTAL SERVICES

Article 52

(delivery deadlines for domestic mail)

- (1) Letter mail and small packets are generally delivered within three days (D + 3). Parcels are delivered within three days (D + 3).
- (2) Priority items are generally delivered within one working day (D + 1).
- (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 force majeure, as provided in these General Terms and Conditions, 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 collection time, which is the final deadline for acceptance of mail at a post office, or after the time of a planned emptying of a letterbox.
- (4) For Express Mail, the delivery deadlines that the service provider publishes on their website shall apply.
- (5) The service provider shall be deemed to have fulfilled its obligation regarding a delivery deadline for a postal item when the item is delivered or the addressee has been informed of the delivery of the item by the deadlines stated in this article.

Article 53

(delivery deadlines for international mail)

- (1) The delivery deadlines for international mail depend on the distance to the destination country, traffic connections and quality standards of foreign providers of postal services. Delivery deadlines are of an informative nature except for international Express Mail, where delivery deadlines are mostly guaranteed (depending on the destination country, locality of the addressee and service selected – EMS/UPS).
- (2) The informative and guaranteed delivery deadlines for international mail are displayed at the service provider's business premises intended for direct contact with users and published on the service provider's website.
- (3) When calculating delivery deadlines the provisions of the preceding article are taken into account, whereby the time that a postal item spends in customs is not counted in the delivery deadline.

VII. PRICES, DISCOUNTS AND PAYMENT FOR OTHER POSTAL SERVICES

Article 54

(prices of other postal services)

- (1) The service provider shall charge for other postal services in accordance with the service provider's price list valid on the day that the service is provided. In the event of specific user requirements with regard to the provision of individual other postal services, the service provider and sender may agree on the prices that differ from those on the price list.
- (2) The price list for other postal services is available on the service provider's website and at the service provider's commercial premises intended for direct contact with users.

Article 55

(payment procedure and deadlines for other postal services)

- (1) The user shall pay postage in cash or with other legal tender.
- (2) Other postal services are generally paid for upon posting the postal items or in accordance with an agreement between the sender and the service provider.

Article 56

(methods of marking postage)

- (1) Postage may be marked on postal items using:
 - valid postage stamps,
 - franking seals, printed postage impressions or other franking methods,
 - an indication of postage paid ("*Poštnina plačana pri pošti ...*" for domestic mail and "*Postage paid*" for international mail), and "*Poštnina plačana. Pog. št.*" on domestic business replies, and "*No stamp required. IBRS/CCRI N^o*" on international business replies.
- (2) If the postage is indicated using postage stamps, the sender must affix them in the upper right-hand corner of the address side of the item. Items for which postage is paid pursuant to special agreement must be marked with a written or printed indication of postage paid or a franking seal in the upper right-hand corner of the address side of the item.
- (3) The payment of postage for delivery of goods shipments, except for delivery of business reply – packets, shall be franked by the service provider.

Article 57

(mail subject to customs and security inspection)

- (1) Customs and other fees for mail subject to mandatory customs and security inspection shall be charged by the service provider in accordance with the legal regulations pertaining to customs clearance and the service provider's specific conditions, and the sender shall be obliged to settle them upon posting the item, or the addressee following the completed customs procedure and security inspection.
- (2) For mail subject to customs inspection, the General Terms and Conditions for the Provision of Customs Brokerage Services shall apply directly where they are not covered in these General Terms and Conditions.

VIII. RESOLUTION OF CLAIMS AND COMPLAINTS ABOUT SERVICE PROVIDER'S DECISIONS

Article 58

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

- (1) The service provider shall be liable for ordinary damage incurred during the transit of recorded mail due to:
 - loss, damage, theft or theft/loss of contents,
 - exceeding the delivery deadline, subject to Articles 52 and 53 of the General Terms and Conditions;
 - failure to provide, incomplete or incorrect provision of postal services,
 - damage to the original sales packaging of a parcel, 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 adequately 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 due to:
 - improper or inappropriate selection of shipment type and/or failure to select shipment type and/or incomplete marking of add-on services on the part of the sender with respect to the contents and the value of the contents of the item, or incomplete indication of the addressee's address;
 - inadequate and/or missing packaging (internal and external) of postal items with respect to their contents,
 - a request from the addressee to change the method of delivery by choosing delivery to an agreed location;
 - prohibited content,
 - 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 and 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, 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) If the damage relates to a business parcel, ordinary damage shall be defined as the historical cost of the goods and any costs directly associated with the goods for which the user 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 61 of these General Terms and Conditions.

Article 59

(deadlines for filing claims)

- (1) Users shall be entitled to file claims:

- a) due to loss or theft of mail, missed delivery deadlines, failure to provide, incomplete or incorrect provision of postal service, within three (3) months after the posting of domestic mail and within six (6) months after the posting of international mail;
 - 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 mail, 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 packaging, where the contents are undamaged, or theft/loss of content of mail, etc.).
- (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) A user may also file a claim within twelve (12) months after the letter has been posted in domestic mail for the reasons set out under point (a) of the first paragraph of this article. The service provider shall charge for the service of *Naknadno poizvedovanje po pošiljki (Subsequent enquiry about item)* (after three months) in accordance with the price list available on the service provider's website. In this case, the user shall not be entitled to compensation.

Article 60 (filing claims)

- (1) Users 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, at the service provider's email address or via the service provider's website under Contact and Help, or at a foreign provider of postal services in case of international mail. In international mail a claim may be filed with the service provider only when it is not contrary to the currently valid acts of the Universal Postal Union and other international regulations and treaties.
- (2) Users may file claims for recorded mail for the following reasons and in the following manner:
 - a) in the form of an undelivered mail enquiry (loss or theft) or missed delivery deadline, failure to provide, incomplete or incorrect provision of postal service, should this occur during shipment. Enquiries should be made using the *Poizvednica* (enquiry) form (Form P-105 for domestic mail and Form CN-08 for international mail) 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, the type of mail (domestic or international), a description of the packaging and the contents, and the reason for submitting the enquiry;
 - b) in the form of the requirements for the compilation of a *Record of damaged items* (Form P-63, hereinafter also: record) due to damage to or theft of the item or damage to the sales packaging of a business parcel that occurs during shipment.
- (3) If the user files a claim due to damage to the content of an item, damage to the original sales packaging of a business parcel 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) 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 have concluded an agreement on the posting of postal items with the service provider and who sent an enquiry form for an item in domestic mail via the service provider's website, and used the service provider's information solutions to prepare and post the items.
- (5) 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 in the same manner as filing a claim, at a post office using the *Claim for damages* form (Form P-112) or by sending a claim to the service provider's email address or using the online form under Contact and Help, Claims.
- (6) The service provider shall only assess and pay out claims for damages submitted in a timely manner. Claims for damages that are submitted too late shall be refused.
- (7) In addition to the amount of damage claimed, claims for damages must also include definitions and enclosures of at a minimum the following:
 - a) the facts with which they justify their claim or demand;
 - b) an enquiry form, if the claim for damages relates to damage caused through loss, theft, missed delivery deadline, incomplete provision of service, incorrect provision of service or failure to provide service;
 - c) *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 sales packaging. In addition, in this case the damaged content must be submitted to the service provider, and the external and internal packaging or the part of the damaged content, in order to assess the situation, 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. 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;
 - d) invoice, delivery note, quote (compiled prior to sending or upon purchase of goods) to establish the actual value of the contents of a parcel or insured letter, if the claim relates to damages caused through damage to or theft of a postal item.
- (8) 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 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 (returned 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.
- (9) If compensation for a particular postal item is paid to the sender, the addressee shall not be entitled to receive compensation, and vice versa.

Article 61
(undamaged mail)

If upon delivery of a postal item for which confirmation of receipt is requested, it is determined at the request of the addressee or person to whom the item can be delivered 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 62
(claim resolution)

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, or
- dismiss the claim as late.

Article 63
(deadlines for resolution of claims)

- (1) The service provider must decide on claims within 15 days of their receipt for domestic mail and within two months for international mail, otherwise the user may lodge 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.
- (2) The service provider shall not recognise any out-of-court resolution of consumer disputes.

Article 64
(compensation amounts)

- (1) The maximum amounts of compensation for items in domestic mail shall be paid out in the amount of damages incurred, but at most in the amounts given in the table below.

Type of mail	Loss or theft of mail	Damage to or theft of contents of postal items	Failure to provide, incomplete or incorrect provision of other postal services and missed delivery deadlines
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
	if the value is indicated on the item – the amount of the declared	if the value is indicated on the item – the amount of the declared value,	

Express Mail	value, but no more than EUR 4,200.00; if the value is not indicated on the item – the amount of the actual damage, but no more than EUR 420.00;	but no more than EUR 4,200.00; if the value is not indicated on the item – the amount of the actual damage, but no more than EUR 420.00;	the price paid for the service;
Parcel	if the value is indicated on the item – the amount of the declared value; if the value is not indicated on the item – 15 times the price paid for the service;	if the value is indicated on the item – the amount of the declared value; if the value is not indicated on the item – 10 times the price paid for the service;	the price paid for the service;
Business parcel (NOTE: only for users who have concluded an agreement with the service provider by 31 December 2021)	if the value is indicated on the item – the amount of the declared value, but no more than EUR 4,200.00; 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 indicated on the item – the amount of the declared value, but no more than EUR 4,200.00; 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 parcel;	the price paid for the service;
insured business letter	the declared value;	the declared value;	the price paid for the service*;
registered letter with add-on service, letter in judicial proceedings, letter in administrative proceedings, letter in criminal proceedings, letter in procedure of entry in the companies register and procedure of deletion from the companies register, small packet with signature with add-on service	15 times the price paid for the service;	10 times the price paid for the service;	the price paid for the service*;

*Not applicable for exceeding the delivery deadline.

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

(2) The maximum amounts of compensation for items in international mail shall be paid out in the amount of damages incurred, but at most in the amounts given in the table below.

Type of mail	Loss, theft, damage, theft of contents	Missed delivery deadlines in EU countries
1	2	3
UPS Express Mail	goods: the amount of the actual damage, but not more than EUR 4,200.00 documents: the price paid for the service;	the price paid for the service;*;
EMS Express Mail	goods: the amount of the actual damage, but not more than EUR 4,200.00 documents: the amount of the actual damage, but not more than DTS 30	the price paid for the service;**
Parcel	if the value is indicated on the item – the amount of the declared value; if the value is not indicated on the item – DTS 40 per parcel + DTS 4.50	the price paid for the service;

	per kilogram or part of a kilogram of the weight of the parcel;	
International business parcel	if the value is indicated on the item – the amount of the declared value, but no more than EUR 4,200.00***; if the value is not indicated on the item – the amount of the actual damage, but no more than EUR 420.00;	
Connect parcel	if the value is indicated on the item – the amount of the indicated value, but no more than EUR 500.00; if the value is not indicated on the item – the amount of the actual damage, but no more than EUR 500,00;	
registered letter with add-on service, small packet with tracking with add-on service, small packet with signature with add-on service <i>Insured content</i>	the amount of the actual damage, but not more than EUR 100.00 + reimbursement of the price paid for the service not including insurance of content;	price paid for the service;
letter with tracking – documents	if the item is marked insured content: the amount of the actual damage, but not more than EUR 100 + reimbursement of the price paid for the service not including insurance of content; if the item is not marked insured content: price paid for the service;	

*Applies only to items sent to destinations with guaranteed delivery deadlines (also for addressees outside the EU).

**Applies only to items sent to Zagreb, Croatia.

***The exceptions are Bulgaria and Romania, where the maximum declared value of a postal item and thus the maximum amount of compensation is up to EUR 420.00.

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

- (3) Upon the loss, theft, damage or theft of contents of domestic Express Mail with indicated value, parcel with indicated value or business parcel with indicated value, the sender shall be entitled to compensation up to the amount of the indicated value of the Express Mail or parcel or business parcel. If the actual damage is lower than the indicated value, the sender shall be entitled to compensation in the amount of the actual damage.
- (4) The addressee may demand compensation instead of the sender. In international mail the addressee may demand compensation only when it is not contrary to the currently valid acts of the Universal Postal Union and other international regulations and treaties. Only the sender may claim damages for the services Letter with tracking – documents.
- (5) 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 and second paragraphs of this article.
- (6) When compensation is paid for a damaged item in the amount of the entire value of the damaged item, the contents of the item shall be retained by the service provider.
- (7) 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. The undamaged contents of the item shall be returned to the user, while the damaged contents of the item shall be retained by the service provider.
- (8) If an item in a claims resolution procedure is classified as lost, but is found after the payment of compensation, the user to whom compensation was paid may claim the found item within three

months of receipt of the notice of found item, on the condition that they return the paid amount of compensation at that time.

- (9) If an attempted delivery is made after the payment of compensation for a lost item without a notification as set out in the previous paragraph, the addressee that received the compensation shall be obliged to notify the service provider about the paid compensation, and to refuse acceptance of the item, or to accept the item upon simultaneous repayment of the paid compensation to the service provider. If the addressee received the item without at the same time returning the compensation, or received the item but the sender received the compensation, the recipient of the compensation shall be obliged to return the compensation to the service provider immediately upon request. If in the aforementioned case the compensation is not returned to the service provider pursuant to its request, the recipient of the item shall be obliged to return the content of the item to the service provider.

Article 65
(payment of compensation)

- (1) The service provider shall pay the user compensation in the official currency of the Republic of Slovenia no later than 15 days from the adoption of a decision on the payment of compensation. The service provider shall deposit the compensation amount on the user's current account that it states in its claim or reports to the service provider.
- (2) If the user does not have a current account, the service provider shall pay compensation in the form of a payment order sent to the user's address.

IX. RESOLUTION OF COMPLAINTS AND APPEALS

Article 66
(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 postal services 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 67
(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 to the service provider 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 68
(resolution of complaints)

In the complaints resolution procedure the service provider may:

- approve the complaint and rectify the established irregularity,
- reject the complaint as unfounded,
- dismiss the complaint as late, or
- turn the matter over to the Agency for Communication Networks and Services or another competent authority.

Article 69
(deadline for resolution of complaints and appeals)

- (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 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 15 days. The user may lodge an appeal against the final decision on the appeal with the Agency for Communication Networks and Services.
- (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 70
(legal basis for and information on data processing)

- (1) The service provider shall assume the management of 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: domestic and international dispatch note, etc.) and on a contractual/subscriber 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 or dispatch into international circulation. 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) When processing data, the service provider shall adhere to all applicable legal regulations that safeguard the processing of data in both domestic and international mail, which includes cross-border data transfers as set out in the provisions of the Act and the service provider's General Terms and Conditions for International Mail and Other Services for International Mail on the exchange of data with the listed mail delivery providers or the competent customs authorities in the individual countries both inside and outside the European Union (the legal regulations and general terms and conditions are available on the service provider's website www.posta.si and those of the national supervisory bodies, e.g.: www.akos-rs.si, www.furs.si, www.ip-rs.si etc.).
- (3) For purposes of international mail service, data, including personal data, provided to the service provider by the user may be transferred, processed and stored in countries outside the service provider's and user's jurisdiction at foreign providers of universal service and foreign competent financial, tax and other authorities/bodies. The service provider hereby notifies users that some

of those countries may provide different levels of protection of personal data and may in certain cases offer a lower level of protection than that set out in the legislation in the place where the user has their permanent residence/registered office. The service provider declares that it adopts all measures to ensure that its users' personal data are processed in a secure manner and in accordance with the currently applicable legislation in the area of personal data protection and other legal regulations that determine the level of protection and privacy in order to provide an appropriate level of protection of personal data, whereby the service provider shall not be responsible for the actual implementation of these legal commitments on the part of other appointed service providers and the competent foreign financial, tax and other authorities/bodies. Therefore by posting a postal item to a particular foreign country outside the territory of the European Union (single European market) and the completion of the accompanying documents on the item and/or in the service provider's information system, the user expressly agrees to the transfer of the user's personal data to countries outside the EU and at the same time assumes the risk of a lower level of protection and ensuring of the privacy of personal data which a particular country outside the EU may actually provide when handling international mail and using the information system for processing the personal data associated with the posted postal item.

Article 71

(statement of informational and organisational procedures and measures in place for management of data, including personal data)

- (1) The service provider has adopted the required procedures and measures in accordance with European and national postal regulations, the GDPR and other national legal regulations, standards and good practices which govern the carrying 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 safeguard 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's authorised security service 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 actions pursuant to specific 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 systems, 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 records or records of entry of all other persons who enter the buildings.

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. Permission is issued on the basis of the validity of the agreement (duration, buildings, areas). Entry into all system areas that contain 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 (their employees and other persons who will process personal data under their auspices) who require it due to their function or work requirements.

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

Data is encrypted when transmitted via the public telecommunications network.

e) Protection of data against loss

Data stored in electronic form are 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 uninterrupted operation, 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 72
(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, etc.). 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 73
(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 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.
- (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 2 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 personal 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 visitors in order to monitor 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.

- (6) Users can also use the links in the service provider's website to access third-party websites in the network, and publications containing news from other companies within the Pošta Slovenije Group, for whose content and the operation of the systems of which the service provider shall not be liable, and the user must take into consideration their legal notices and statements on privacy, personal data protection and cookies.

Article 74

(reporting on breaches of personal data protection)

- (1) If the service provider in the role of the administrator 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 administrator 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 75

(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>.

XII. TRANSITIONAL AND FINAL PROVISIONS

Article 76

(transitional provision)

- (1) The provisions governing the *Poslovni paket (Business Parcel)* services shall apply during the transitional period from 1 January 2021 to 31 December 2024 as set out in the notes to Articles 17 and 64 of the General Terms and Conditions.
- (2) The Business Parcel services defined in Articles 17 and 64 of the General Terms and Conditions shall cease to apply upon the expiry date of 31 December 2024.

Article 77

(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 78

(jurisdiction)

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

Article 79
(validity)

- (1) These General Terms and Conditions shall enter into force on 1 February 2024.
- (2) On the day that these General Terms and Conditions enter into force, the General Terms and Conditions that entered into force on 1 January 2024 shall cease to be in force.

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
executive management
– Workers' Director