



Complaints Code

Valid as of 2026, 1st April

Complaints Code

1. GENERAL PROVISIONS

1.1 The Complaints Code is an integral part of the Forwarding Contract and the General Terms and Conditions and applies to all forwarding services performed by Direct Parcel Distribution SK s.r.o., as the Forwarder for the Principal, as well as to the sale of goods carried out by Forwarder in support of its main business. Principal declares that before concluding the Forwarding Contract he has read the content of this Complaints Code and fully agrees with it.

1.2 The Forwarder's liability for damage to the Consignment is governed by the Forwarder's General Terms and Conditions and this Complaints Code.

1.3 The Forwarder's liability for damage is limited by the clearly declared coverage of the maximum value of the Consignment. If the Principal hands over a Consignment of a higher value to the Forwarder without concluding an individual written Contract on higher coverage with the Forwarder, which is subject to a separate fee, the Forwarder shall not be liable for damage exceeding the declared coverage.

1.4 Forwarder is solely responsible for the direct damage to the Consignment itself, which arose after its acceptance for transport until its delivery to the Consignee. Forwarder shall not be liable for any other aggregate damage that could occur to the Principal or Consignee as a result of the destruction, damage or loss of the Consignment. Forwarder shall not be liable for any other damages, such as compensation for lost profits, fines, penalties, penalty claims of third parties, damage to the packaging material and the like. VAT (for registered VAT payers) is also excluded from the Forwarder's liability.

1.5 Forwarder shall not be liable for damage that occurs on the Consignment in the case if:

- a) the content, protective filling, packaging of the Consignment itself is in conflict with the Forwarder's GTC (goods excluded from transport, unsuitable packaging or filling, incorrect, insufficient marking, etc.),
- b) the damage was caused by the Principal, Consignor or Consignee,
- c) the damage was caused by a defect of the Consignment itself or by its special nature, including the usual decrement,

d) it was caused by an event which occurred independently of the Forwarder's will and prevented him from objective fulfilment of his obligations, the breach of which caused damage, unless it can be reasonably assumed that Forwarder could avert or overcome this event or its consequences, and that in time the occurrence of the obligation he could anticipate this event (force majeure),

e) the Consignment was detained or confiscated in accordance with the Criminal Procedure Code or other law, enforcement of the international sanctions, national restrictions, etc.

1.6 The Principal's, Consignor's and Consignee's complaint about the quality of services and/or the conduct of specific employees and persons acting on behalf of the Forwarder does not constitute a complaint in accordance with this Complaints Code and GTC. Nevertheless, Forwarder welcomes any suggestions for improving the services it provides. In order to file a complaint, it is necessary to submit a formalized complaint containing the requirements defined below.

2. FILE OF COMPLAINT, COMPENSATION FOR DAMAGE, RECORD OF DAMAGE

2.1 Principal is entitled to claim compensation for damage caused by damage, destruction, partial or complete loss, liquidation of the transported Consignment, where:

a) damage means a change in the condition, quality, dimensions, structure and/or stability of the items constituting a Consignment which cannot be removed by repair, or such a change in condition which cannot be removed by repair, but the item is nevertheless usable for the original purpose.

b) destruction means a change in the condition of the items constituting the Consignment, which cannot be removed by repair and the item can no longer be used for its original purpose.

2.2 The damage means:

a) in the case of damage to the Consignment reasonable repair costs necessary to restore the Consignment to its original condition, including layout and composition. From these costs, the price of monetizable and usable balances of the replaced items shall be deducted. If the damaged

Consignment is not repaired and is usable for the original purpose even with damage, then the Principal is entitled to compensation in the amount of difference between the price of the Consignment before damage and after damage. Value of the damaged Consignment is the amount determined by an expert opinion, or the net profits from the sale of the damaged Consignment, if Forwarder agrees with the sale.

b) in the case of destruction or loss of the Consignment, the purchase value of the Consignment, or its part, if only a part of it has been lost or destroyed. If the Consignment consisted of goods intended for sale to a customer and the acquisition cost of such goods exceeds the price at which the goods were sold to the customer, compensation for damage shall be provided only up to the amount of the selling price excluding VAT.

2.3 The Consignee is obliged to inspect the Consignment visually (the internal contents of the Consignment are not checked) and in the case of obvious damage to the wrapper surface of the Consignment, or obvious internal damage or loss of a part of the contents, raise an objection with the DPD courier, insist on writing a Damage Report by the Forwarder, or refuse to accept the Consignment. Further handling of the damaged Consignment may be performed only in accordance with the Forwarder's documented instructions (in writing or by email). If Damage Report is not written upon delivery of the Consignment, it is considered that the Consignment did not have any visible external damage. Subsequent claims for damages in connection with external damage to the Consignment, especially in the case of receiving the Consignment against a PIN, are therefore considered unjustified.

2.4 If the damage or incompleteness of the contents in the Consignment is not apparent upon its delivery and acceptance by Consignee, then Principal, or Consignee of the Consignment on his behalf, is obliged to notify Forwarder of the occurrence of damage without undue delay, no later than within 7 working days from the date of delivery of the Consignment. In the case of a later Report of Damage or incomplete contents of the Consignment mentioned in the previous sentence, the claim for damages is considered unjustified.

2.5 Principal is obliged to allow the Forwarder to personally ascertain the extent of the damage (the decision is on the Forwarder's side). Therefore, the Principal is obliged to ensure the Consignment not to be handled after the damage has been discovered, transported to another location, to preserve the complete original wrapper, filling

and contents of the Consignment as delivered. If the contents of the Consignment is moved from the place where the damage was detected, or the content of the Consignment, its filling or wrapper are even partially without the Forwarder's consent liquidated or altered, it is not possible to carry out an investigation and therefore it is not possible to claim/recognize a claim for damages. If Principal does not provide Forwarder with the opportunity to inspect the Consignment, the filling and wrapper and to take detailed photos for the purpose of documenting within 3 working days from the Forwarder's request, this action of the Principal is considered a refusal to cooperate on investigation. Due to the lack of evidence of the damage occurrence, Forwarder has the right not to satisfy the claim for damage.

2.6 In the case of damaged Consignments, the Principal, Consignee and Forwarder are obliged to allow, also to the Forwarder's insurance representative, inspection of the Consignment, contents, filling and packaging within 3 working days from the Forwarder's request. Refusal to cooperate establishes the Forwarder's right to refuse damages in the same way as in the previous point.

2.7 Informing about the damage is only a description of damage. Right to start the complaint process and assessment of the justification of damages by the Forwarder occurs only at the moment when the complaint is officially filed.

2.8 Complaint may be filed with the Forwarder by an authorized person, while always only one of the authorized persons may file a complaint. The authorized person is the Principal or the party ordering transport.

2.9 The complaint must be in written or electronic form and must be delivered to Forwarder, subject to all the deadlines and without undue delay after the Principal has found out that the Consignment has been damaged, destroyed, liquidated or partially lost, but not later than 7 working days after delivery of the Consignment to the Consignee, or after the Forwarder's notification. In the event of complete loss/ disagreement with delivery of the Consignment to the Consignee, the complaint must be delivered to Forwarder within 30 calendar days from receipt of the Consignment for transport. In the case of a later submission of a complaint Forwarder has the right to reject that complaint.

2.10 A complaint must contain:

a) designation or description of the defect of the Consignment, number of the Consignment according to the transport label,

- b) date on which the Consignment was handed over for transport,
- c) data on the person filing the complaint (business name or name and surname, ID number, VAT number, bank account and, in the case of legal entity, signature of an authorized representative),
- d) proof of the content of the Consignment (delivery note, invoice to the addressee, payment for goods/ Consignment from the addressee, print screen from the sales platform, etc.),
- e) document proving the procurement of the item and its purchase price and/or production costs (acquisition invoice, receipt cash register bill, payment for goods, print screen from the sales platform, confirmation of bank transfer/payment, with the manufacturers also the calculation of production costs, etc.),
- f) IMEI for mobile phones,
- g) amount of the applied claim for damages,
- h) photo documentation, which means a summary of focused photos at least to the extent of: one photo of the parcel label, one photo from each side of the wrapper in which the Consignment was delivered (6 photos); photo with a view of the contents in the Consignment in the open original wrapper including filling (1 photo), photo inside the transport wrapper, including the filling after removing the object/objects from the package (1 photo), photo from each side of the damaged object/contents of the Consignment (6 photos for each individual item of the Consignment). All photos must have the time and date preserved in detail in the file. Removal of these attributes establishes the right of the Forwarder to refuse damages.
- i) in the case of claim for damage to the functionality over the value of € 100,- excluding VAT, an authorised service's report on (ir)repairability.
- j) in the event of a claim for damage to the Consignment, goods within the complaint procedure, or service on the Principal's part (sending to or from the service), relevant documents for the Principal's complaint/service including a description of the defect, service's record of acceptance and resolution of the Principal's complaint.

2.11 Forwarder is obliged to settle the complaint (acknowledge or reject it) not later than **30 calendar days** from its filing. This period shall be extended by the period during which the entitled person has not supplied all the documents listed in point 2.9 of this Code, or other required documents necessary to process the complaint. If the Authorized person does not provide Forwarder with all

required specified documents and supporting documents, necessary to resolve the complaint, within 30 calendar days from the request for their completion, such proceedings shall be deemed a refusal to cooperate in the investigation and therefore the claim for damages expires. If it is necessary to provide necessary documents from the law enforcement agencies, insurance company or another body or institution for the settlement of the complaint, the period for settling the complaint begins to run only after the delivery of these documents to the Forwarder.

2.12 Principal is neither entitled to set off the claim for damages against the Forwarder's claim for payment of the price of forwarding services, nor is it entitled to assign the claim for damages to a third party without the prior consent of the Forwarder, with which both parties expressly agree.

2.13 In the case of recognition of the right to compensation for the full value of the damaged Consignment, Principal is obliged to hand over the damaged Consignment, which was the subject of a complaint, to Forwarder within 3 working days from notification of consent to recognition of the claim. After receiving the Consignment, Forwarder shall pay the recognized damages within 30 calendar days. If the claimed Consignment has not been handed over, performance cannot be recognized and the right to compensation for damages expires. The right also expires if, after handing over the claimed Consignment, a discrepancy is found between the content of the Consignment declared in the complaint and the actually delivered item (for example, different model or serial number, photos capturing an object other than the really submitted one). In the case of a discrepancy and termination of the right to recognition of damages, Forwarder shall return the handed over item to Consignor at the expense of the Consignor.

2.14 In the case of acknowledgment of claim for a Consignment with damages in the amount of the Consignment's value, after payment of damages to Principal, the ownership of the Consignment passes from Principal exclusively to Forwarder

2.15 In the case that the lost Consignment or its part is found during the ongoing complaint procedure, the Principal's claim for damages shall be deemed paid at the moment when Principal gains a possibility to handle the Consignment again. If Forwarder or Consignee finds the Consignment or its part, Principal shall be obliged to inform the Forwarder about such a fact immediately. If the recognized damage was paid before finding the Consignment, Principal is obliged to return this payment to

Forwarder without delay, or by mutual Contract to hand over the Consignment in question to Forwarder.

2.16 In the case of acknowledging a complaint about the Consignment in the event of non-compliance with the guaranteed delivery date, Principal shall be entitled to compensation up to the amount of the surcharge for the guaranteed delivery.

2.17 In the case of acknowledging a complaint about the Consignment containing the documents only, Forwarder shall compensate Principal only for damage in the amount of paid transport costs.

2.18 In the case of acknowledging a complaint about the Consignment that did not contain new but already used, worn or refurbished items, the age, rate of wear and depreciation are taken into account to calculate the real value and compensation. Calculation of the value is governed by the calculation according to the published Forwarder's depreciation table.

2.19 In the case that there is a suspicion that a criminal offense has been committed, Principal and Forwarder are obliged to cooperate and immediately exchange all necessary information for effective cooperation with law enforcement authorities in order to quickly apprehend the offender.

2.20 In the case where the subject of the complaint are the forwarding services, and Principal is a consumer in accordance with Act no. 250/2007 Coll., the Consumer Protection Act as amended (hereinafter referred to as the "Consumer Protection Act"), Forwarder shall process a complaint within 30 days from the date of filing the complaint. Provisions 2.9 et seq. of this Complaints Code shall be applied adequately.

2.21 In the case where the subject of the complaint consists of the goods sold by Forwarder and Consignee is a consumer in accordance with the Consumer Protection Act, the Forwarder shall process such a complaint within 30 days from the date of filing the complaint. Clause 2.9 et seq. of this Complaints Code shall be applied adequately.

2.22 If a tax document issued in a foreign currency serves as the basis for determining compensation for damages, the amount stated in the document shall be converted into euros according to the exchange rate declared by the National Bank of Slovakia, effective on the date on which the Consignment was lodged.

2.23 Any disputes between the contracting parties shall be resolved by the competent courts of the Slovak Republic. Any claims not asserted against the Forwarder relating to damage to transported Consignments or to delayed delivery

shall, in view of other legal limitations that the Forwarder is required to observe, become time-barred after the expiry of one year. If the Principal breaches the obligations set out in this Complaints Code or in the Forwarder's General Terms and Conditions, no entitlement to compensation for damage to the Consignment, for which the Forwarder would otherwise be liable, shall arise.

3. FINAL PROVISIONS

3.1 If Principal or the party ordering transport is a consumer who is not satisfied with the handling of his complaint or if he presumes that Forwarder has violated his rights, he may address a request for correction/investigation of the complaint to Forwarder within **7 working days** from receiving the decision on the complaint. Within 30 days from the date of delivery of this request for correction/investigation of the complaint, Forwarder shall decide by either (i.) confirming its previous decision or (ii.) changing its decision.

3.2 The issue of complaints in the case of sale of goods by Forwarder is governed by the rights and obligations of the contracting parties in accordance with applicable law, especially in accordance with the Civil Code, Commercial Code and Consumer Protection Act.

3.3 A special category of the complaint process is disputing of the collected or uncollected cash on delivery (C.O.D) amount upon delivery of the Consignment, (non)payment or incorrect payment of the C.O.D amount to the Principal's account by the Forwarder. In these cases, it is necessary to contact the Forwarder (dpd@dpd.sk) within 3 working days from the delivery of the Consignment, if the Consignee disputes the C.O.D amount collected by the Forwarder; or within 7 working days after the expiration of the deadline for paying the C.O.D amount to the Principal according to the Terms and Conditions, or within 7 working days after receiving the C.O.D amount into their account.parcel label, and the Forwarder receives it.

This Complaint Code enters into force on 1 April 2026.

Direct Parcel Distribution SK s.r.o

Registered Office:
Pri letisku 5
821 04 Bratislava – Ružinov

ID 35 834 498
VAT ID - SK2021648739
Commercial Register of the Municipal Court BA III, Section Sro, Insert No. 26367/B
Bank details: VUB, a.s., Account Number: SK16 0200 0000 0027 4478 9453

www.dpd.com/sk
dpd@dpd.sk

