

# Terms & Conditions

## 1. General Terms

### Terminology

The following definitions will be applicable throughout these Terms and Conditions:

- package/object/shipment: shipment including all its content,
- transportation service: service, provided by courier companies, selected by Eurosender to execute the shipment of goods, and that effectively operate the transportation as part of their commercial activities,
- forbidden items: items that are not allowed to be shipped according to these Terms and Conditions, the applicable legislation and the transportation regulations,
- Eurosender: Eurosender d.o.o.,
- Eurosender d.o.o.: limited liability company, with registration number 6214924000 and tax number SI65251431, that manages the Eurosender.com online booking system,
- Eurosender.com: online platform through which Eurosender manages the booking system for transportation services, provided by courier companies,
- business day: every day except for Saturdays, Sundays, national holidays and bank holidays in the countries of pick-up, transportation or delivery of the shipment,
- weight: real weight of the shipment, expressed in kilograms or calculated through a formula, provided by the courier companies, who execute the shipment of goods,
- you/the client/the customer/the user: person or persons, requesting the booking of transportation services, provided by courier companies through Eurosender.

### Eurosender d.o.o

Eurosender d.o.o. is a limited liability company, with registration number 6214924000 and tax number SI65251431, that manages the Eurosender.com online booking system. Eurosender.com is an online booking system for transportation services, provided by courier companies.

The company is entered into Court Registry of the Court of Ljubljana with registration number 6214924000 (Reference number: Srg 2012/35304)

Eurosender d.o.o. is an accountable person, thus required to charge VAT on **all transactions**.

Eurosender.com and its derived domain webpages (hereinafter “our website”) are web pages through which Eurosender d.o.o manages the booking system for transportation services, provided by courier companies, selected by Eurosender to execute the shipment of goods as part of their commercial activities. Eurosender d.o.o is solely responsible for the selection of courier services providers, and never for the execution of transportation.

Eurosender acts as a commission agent and not as a freight forwarder. When placing the order through our website, the customer authorizes Eurosender to, in its own name and on behalf of the client (commissioner), order transportation services with one of the courier companies with which Eurosender has an agreement in place, provided that the courier company selected complies with

the requirements for the execution of the commissioned service. Eurosenter is solely responsible for the selection of courier services providers, and never for the execution of transportation. The fulfilment of obligations inherent to the transportation service is exclusive responsibility of the courier companies, selected to execute transportation. It is them, and not Eurosenter, who perform the pick-up, transportation and delivery of the shipments, who arrange the transportation and who are responsible for execution.

At the customer request, Eurosenter shall cede all claims and rights arising from the transactions concluded on its own name on behalf of the customer, including the claims under the responsibility of the selected courier service provider for the non-fulfilment or improper fulfilment of the courier services. The customer is obliged to recover or enforce the claims and rights against the courier service provider.

Any additional costs, incurred due to additional customer requirements from the selected courier service provider, will be exclusively borne by the customer. Eurosenter reserves the right to demand from the customer the reimbursement of expenses, covered by Eurosenter on behalf of the client, even if such expenses are generated after the conclusion of the transport service.

The customer expressly agrees to waive the right to cancel the Agreement with Eurosenter at the moment, when Eurosenter submits the order details to the selected courier services provider.

Eurosenter does not accept orders from unauthorized dealers or resellers and reserves the right to unilaterally cancel any order, placed by unauthorized dealers or resellers.

According to internal policies and procedures, Eurosenter can authorize individual dealers or resellers. Each reseller should submit its request in writing to Eurosenter to start the authorization procedure.

## 2. Delivery dates

All delivery times are approximate and are not guaranteed. With the acceptance of these Terms and Conditions, the customer is aware and agrees that many external circumstances may cause delays in the pick-up or delivery of the shipment.

By accepting these Terms and Conditions the customer agrees to regularly track the shipment and, in case of any unusual data or progress, to immediately notify Eurosenter.

Regarding customs procedures in each country, the selected courier service provider should make every effort to ensure that the delivery is made on time. With the acceptance of these Terms and Conditions, the customer understands and accepts that the package can be delivered late due to customs procedures and other administrative procedures. Eurosenter reserves the right to require the customer reimbursement of expenses, covered by Eurosenter on behalf of the client related to customs procedures.

Eurosenter is not obliged to compensate the customer for damages caused by any event under the second section of these Terms and Conditions, neither is required to reimburse any related cost.

### **3. Restrictions regarding the size and weight of the shipment**

The customer agrees to hand over to the courier driver of the selected courier service provider the exact number of shipments ordered through Eurosenter.com, and that all the packages comply with the restrictions of size and weight. In case of removals or shipments from individual offers the customer agrees to hand over to courier driver of the selected courier service provider the exact number of shipments ordered through Eurosenter.com, and that all the packages, suitcases or pallets strictly comply with the indicated and ordered dimensions and weight. If the customer hands over fewer or more packages, suitcase or pallets, or packages, suitcases or pallets which are heavier, the client will be required to pay all additional expenses generated by this unilateral modification.

In case of cancellation of the order by the customer, the customer agrees not to hand over the packages, suitcases or pallets to the courier driver of the selected courier service provider, if he arrives to the pick-up address. In case that the customer does hand over the packages, suitcases or pallets, the client will be responsible for all the expenses incurred.

Any additional costs, incurred due to oversized or overweight shipments will be exclusively borne by the customer. Eurosenter reserves the right to demand from the customer the reimbursement of expenses, covered by Eurosenter on behalf of the client, even if such expenses are invoiced by the courier company after the conclusion of the transport service.

#### **3.1 Restrictions regarding the size of the shipment**

##### **3.1.1 General information**

Each package, suitcase or pallet that was booked through our website must be handed over to the courier driver of the selected courier service provider as one piece.

If the customer intends to send more packages, suitcases or pallets, the accurate number should be placed when booking the transportation services. Otherwise, the customer should place a new booking.

In the case of removals or shipments from individual offers, if the customer intends to send more packages, suitcases or pallets, the customer needs to inform Eurosenter about this at the latest at 12 am of the day previous to the pick-up.

##### **3.1.2 Shipment of packages and suitcases**

No package or suitcase must exceed the following dimensions:

- Maximum length: 175 cm; and,
- Length + 2 times the width + 2 times the height should not exceed 300 cm.

For purposes related to these Terms and Conditions, the length represents the longest side of the package or suitcase.

In the case of removals or individual shipping no package or suitcase must exceed indicated and ordered dimensions.

All packages and suitcases must be packed so that it is possible to perform automatic classification in the logistics center of the selected courier service provider.

If the package or suitcase does not have the correct dimensions, the selected courier service provider reserves the right to refuse transportation and to apply an additional charge, according to the applicable price. Eurosenter reserves the right to demand from the customer reimbursement of expenses, covered by Eurosenter on behalf of the client, related to the size of the packages or suitcase.

### 3.1.3 Shipment of pallets

The size of the pallet must not exceed the dimensions indicated by the client when ordering a pallet directly on our website or requesting an individual offer from Eurosenter. Based on the specifications contained in the order online or in the individual offer request forwarded by the client, Eurosenter offers the customer the best possible rate within the network of courier companies, with which the transportation of pallets is possible through Eurosenter.

The request for individual offer, made by the user, should be requested through our individual offer form (<https://www.eurosenter.com/faq-individual-offer>) or sent in writing to the email address [sales@eurosenter.com](mailto:sales@eurosenter.com) with the following information:

- the number of pallets to be sent;
- the pallet's exact dimensions (height, width and length), without approximations;
- the exact weight of the pallet, without approximations;
- the content and value of the shipment;
- the complete pick-up and delivery address of the pallet;
- specifications on if the user is interested in purchasing additional insurance.

## 3.2. Restrictions regarding the weight of the shipment

All packages must be within the weight limits according to what the customer indicated when booking the service through our website in case of packages or suitcases, or as indicated in the request for individual offer in case of pallets.

In case that the customer orders the shipment of a Euro pallet directly on our website, we consider a pallet as a loaded EU pallet of maximum 120 length x 80 width x 100 height and up to 240kg. In case that the customer has a pallet which weight and dimensions exceed the above mentioned, the customer should check the dimensions and fulfil it in the order form.

If the weight of the package, suitcase or pallet exceeds the limit, specified by the user at time of booking the transportation service through Eurosenter, by accepting these Terms and Conditions, the client agrees that Eurosenter is allowed to:

1. make an additional surcharge for overweight to the credit card with which the customer made the booking according to the applicable price list, if the package, suitcase or pallet does not exceed the maximum weight allowed by the selected courier service provider; or,
2. make an additional surcharge to the credit card with which the customer made the booking for an amount determined by the selected courier service provider under the nature of contractual penalty for overweight, if the package, suitcase or pallet exceeds the maximum weight, allowed by the selected courier service provider. Alternatively, the selected courier service provider may choose to refuse carriage of the package and not charge the contractual penalty.

In case that Eurosender would not be able to make additional charges automatically to the credit card with which the customer made the booking, the customer will be notified of this in writing and customer must pay the additional amount, indicated within a maximum period of seven (7) days. Such notice is considered enforceable without judicial declaration. In case that Eurosender does not receive the payment within the above mentioned period, the customer is obligated to cover the costs of the executive collection procedure.

## 4. Confirmation and cancelation of the order

After placing an order through our website, the customer is provided with an order number which confirms that his order has been accepted and sent for further processing.

The contract is stored at Eurosender's premises and can be accessed by the customer at any time upon a written request sent to [help@eurosender.com](mailto:help@eurosender.com).

On the business day prior to the date set for the pick-up, the customer will receive a confirmation message by email, which indicates that it has requested a transportation service to their name and account. Before the customer receives said confirmation message, cancelations and changes in the order are possible.

In the case of removals or shipments from individual offers, the customer will receive a confirmation message by email between one (1) to three (3) days before the pick-up, which indicates that the order was forwarded to and confirmed with the courier service provider.

The customer expressly agrees to waive the right to cancel the Agreement with Eurosender d.o.o. at the moment when Eurosender d.o.o. submits the order details to the selected courier services provider. If the customer decides to cancel the order before Eurosender d.o.o. submits the order details to the selected courier services provider, the customer should fill out the form "[The Form for Exercising the Consumer's Right to Withdraw from the Contract](#)" and send it by email to [help@eurosender.com](mailto:help@eurosender.com) or by registered mail to:

Eurosender d.o.o  
Dunajska cesta 116  
1000 Ljubljana  
Slovenia

The customer expressly agrees for a concluded Agreement inclusive of the data indicated in Article 43b/1 of the Consumer Protection Act of the Republic of Slovenia to be provided via e-mail.

Additional insurance is not refundable.

As soon as it is provided to us by the selected courier service provider, Eurosenter will forward the tracking number to the client via email. With this number the user will be able to track the process of the shipment. Rarely the order will not be confirmed if, for example, the location is inaccessible to the selected courier service provider or a national holiday or other non-business day is celebrated in the country of pick-up or in Slovenia.

## 5. Payment options

All payment transactions processed through our website are secured through SSL certificates GeoTrust® which ensure that communications between the user's server and our website are encrypted and secure.

When booking service through our website, Eurosenter offers to its customers the following payment options:

### 5.1 Payment via credit card

If the customer opts for this payment method, before confirming the order the client must enter the information of the credit card with which the payment for booking transportation services will be processed.

All credit card payments are made directly through the secure system of Braintree, our partner for payment processing solutions, and Braintree's banking partners. Eurosenter does not store any information about credit cards, since the entire payment verification process is carried out by Braintree and its banking partners directly.

It is responsibility of the customer that selected credit card to make payment of the booking of transportation services is active and has sufficient funds available to successfully process the transaction. Any additional charges, generated in case that the credit card is rejected by any reason, will be borne solely by the customer.

### 5.2 Payment via PayPal

If the customer opts for this payment method, before confirming the order, the client will be redirected to the PayPal website, where the client must log in with their username and password, or create an account, if they do not have an active one. Once the payment is processed successfully in PayPal's online platform, the customer will be redirected back to our website, where the confirmation of the payment and of the order will be available.

It is responsibility of the customer, who selected PayPal to pay the booking of transportation services, to ensure that their PayPal account is active and has sufficient funds available to successfully process the transaction. Any additional charges, generated in case that the transaction is rejected, will be borne solely by the customer.

### 5.3 Payment via bank transfer

If the customer opts for this payment method, the order will not be confirmed immediately and will only be confirmed once Eurosender receives a confirmation of successful bank transfer for the total amount of the booking. The customer will receive an email by Eurosender with instructions on how to pay, including the bank, Eurosender's bank account, the amount to be transferred, etc.

Any bank related charges, generated by the bank transfer, will be exclusively borne by the customer. If the amount, received in Eurosender's bank account, is less than that which should have been deposited, the order will not be confirmed. Eurosender is not obliged to notify the user that the deposited amount was not sufficient to confirm the order.

The customer has a maximum of thirty (30) calendar days to send an email to [help@eurosender.com](mailto:help@eurosender.com) attaching a copy of the confirmation of successful bank transfer. The confirmation of successful bank transfer should be sent by the customer before the selected pick-up date. If it is not received before the selected pick-up date, a new pick-up date will be arranged only after confirmation of successful bank transfer is received. It is responsibility solely of the customer to inform Eurosender about bank transfer. When this confirmation is received by Eurosender, the customer will receive an email confirming the order. If no confirmation of successful bank transfer is received within thirty (30) days, the order will be canceled and the user will be notified.

#### 5.4 Payment with credits

The advantage of this payment method is that the customer does not have to enter the payment data (i.e, data from credit card or PayPal account) every time, when booking transportation services through our website. Additionally, Eurosender rewards loyalty by giving a free extra percentage to the amount, selected by the user.

At the time, this option is enabled only for customers with a B2B account on our website. If the customer opts for this payment method, the client will use the credit, available in the B2B account when placing an order.

When confirming the payment, the customer must have sufficient credit available on its B2B account to order. In case that there is not enough credit, the customer can top-up its credit before confirming the order through credit card, PayPal or bank transfer. If the customer decides to top-up, using charging by credit card or PayPal, provided that the customer has sufficient funds in the credit card or on the PayPal account, the top-up will be automatically confirmed and the credit will be available to use automatically. If the customer decides to top-up using bank transfer, the top-up will be confirmed once the customer has sent to [help@eurosender.com](mailto:help@eurosender.com) a copy of the confirmation of successful bank transfer within thirty (30) days. Otherwise, the order will be canceled.

Additionally, the customer can recharge the credit on its B2B account at any time by following these steps:

1. Log on to your B2B account in our website with your username and password.
2. Click on the "Credit Balance" option, located on the menu on the left.
3. Click on the "Credit Balance Top-up" option.
4. Select the amount you want to top-up and the payment method.

5. Enter payment information.

## 6. Packaging, labelling and pick-up

### 6.1 General information

The customer is responsible for providing a complete and exact address for pick-up and delivery of the package, suitcase or pallet, and any other relevant information to facilitate pick-up and delivery.

The pick-up should be done in an easily accessible place; the driver of the selected courier service provider must be able to park the truck at least twenty-five (25) meters from the indicated pick-up point. Door-to-door service is service provided to the main door of the building. The courier driver of the selected courier company is not obliged to pick up or deliver the package, suitcase or pallet into upper floors.

The driver of the selected courier service provider will come to the address, knock on the door of the building and wait for the package, suitcase or pallet to be delivered. If no one opens the door (if no one is present in the direction, if there is a buzzer at the address and no one answers or if the use of a special permit or an access card is required to enter de premises) the driver will leave.

The next attempt of picking-up the package, suitcase or pallet will be conducted following the same procedure; if it cannot be done, the order will be cancelled without the customer being entitled to a refund of the amount paid.

During the booking process, the customer must specify the local telephone number in the country of pick-up and delivery in which someone will be available at the time of pick-up and delivery. However, the driver of the selected courier service provider is not obliged to contact the user or the contact persons via phone. If the driver chooses to do so, only local telephone numbers will be contacted.

The service, offered by Eurosenter does not include a call to the customer prior to pick-up and delivery. However, in some countries the telephone number, provided by the customer in the booking process can be used to clarify the circumstances of the pick-up and delivery, or for additional information that Eurosenter or the selected courier service provider carrier or service provider may need.

Before the pick-up, the customer must remove all old labels or address information attached to the package, suitcase or pallet. To avoid confusion in delivery, only the address of the recipient should be pasted on the package, suitcase or pallet.

The client agrees that packaged goods must have a suitable outer and inner packaging, according to the type of items to be transported. The packaging must be appropriate according to the weight and content of the shipment. The packaging must be suitable for transport and handling at the logistics centers of the selected courier service provider. An adequate packaging must, among other characteristics, be resistant to a fall from a height of one (1) meter. Irregularly shaped items like suitcases have to be carefully wrapped in plastic stretch foil. Customers must make sure that the whole suitcase is wrapped (including the wheels and handles), so that sharp

objects on the outside of the suitcase cannot damage other shipments. On the inside, the package, suitcase or pallet must have suitable packaging, for example, bubble-wrap to prevent breakage and damage of the transported items.

If the items are not properly packaged inside and outside or are oversized or overweight, the insurance will not be valid and the customer will not be entitled to a refund. The client is solely responsible for damages and losses of packages, suitcases or pallets packaged improperly or that exceed size and weight limits. The courier company can also reject the claim for insurance reimbursement if they consider the suitcase to be dangerous and could damage other parcels during transportation.

Eurosender is in no way liable for any loss, damage or any other imperfections, charges or expenses arising out of or relating to the transport of packages, suitcases or pallets. Eurosender, as a system administrator of the online booking platform, only books transportation services on behalf of the customer and at the customer's request. Therefore, Eurosender is solely responsible for the selection of courier services providers, and never for the execution of transportation.

In the event that the user violates these Terms and Conditions and/or the General Terms and Conditions of the selected courier service provider, said courier company or the customer, and not Eurosender, will be responsible for all damages and expenses incurred during the transportation.

The customer is responsible for payment of all taxes related to transportation (i.e., customs and other taxes) and is obliged to pay them promptly. If for any reason Eurosender were to pay any of these expenses, losses or taxes, the user is obliged to reimburse Eurosender within seven (7) days after the date of issuance of a receipt for reimbursement by Eurosender. Such notice provides executive merit. Should Eurosender not receive the payment within that period, the customer is obligated to cover the costs of the executive collection procedure.

By accepting these Terms and Conditions, the client agrees for Eurosender to transfer the data, obtained from the customer during the order processing through Eurosender.com, to the selected courier service provider, according to the procedure, described in Eurosender's [Privacy Policy](#).

## 6.2 Packaging, labelling and pick-up of packages or suitcases

### 6.2.1 Service "Selection"

When booking transportation services with the service "Selection", the customer agrees for the package or suitcase to be available at the pick-up address for the selected courier service provider to collect it from 9:00 to 18:00. Due to unforeseen factors related to the selected courier service provider, pick-up can be performed before or after this time. Rarely, due to unforeseen factors, the selected courier service provider can carry out the pick-up on the next business day.

If the driver of the selected courier service provider is not present to pick-up on the pick-up date, the customer, according to these Terms and Conditions, assumes the responsibility of informing Eurosender immediately about this fact, so that Eurosender can arrange with the courier a second pick-up attempt.

The package or suitcase must be properly packaged for transport and handling at the logistics centers of the selected courier service provider. The surface of the package or suitcase should

allow for the identification label of the shipment to be adhered and fixed by the driver of the selected courier service provider at the time of pick-up.

Suitable packaging is, for example, a cardboard box consisting of two or more layers of carton or suitcases wrapped with a protective film. Irregularly shaped items like suitcases have to be carefully wrapped in plastic stretch foil (including the wheels and handles), so that sharp objects of the suitcase cannot damage other shipments. On the inside, the package or suitcase must have suitable packaging, for example, bubble-wrap to prevent breakage and damage of the transported items.

Plastic bags, travel bags and plastic boxes are not allowed types of packaging.

Suitcases, cardboard boxes and other suitable containers can be damaged during transportation. If suitcases are used as packaging, they must be adequately protected in order to prevent damage. The courier company can also reject the claim for insurance reimbursement if they consider the suitcase to be dangerous and could damage other parcels during transportation.. Neither the selected courier service provider nor Eurosenter are responsible for any damage, caused in the packaging during transport.

### 6.2.2 Service “Flexi”

In case that for the route, selected by the customer, Eurosenter offers the service “Flexi”, the user must agree on the time and date of pick-up directly with the selected courier service provider. Eurosenter is not be responsible for coordinating the time and date of pick-up. There will be no pick-up until a specific date and time is arranged between the customer and the courier company.

Depending on the availability and delivery routes organized by the selected courier service provider, the pick-up date can be agreed even on the same day on which the user has reserved the transportation through Eurosenter.com.

When booking transportation services with the product “Flexi”, the customer agrees for the package or suitcase to be available at the pick-up address for the selected courier service provider to collect it on the date and time, directly agreed between the user and the courier company.

The package or suitcase must be properly packed for transport and handling at the logistics centers of the selected courier service provider. The surface of the package or suitcase should allow for the identification label of the shipment to be adhered and fixed by the customer prior to pick-up. It is the customer's responsibility to print and adhere to the package the identification label before the package is picked up by the driver of the selected courier service provider. The driver might refuse pick-up and will withdraw from the pickup address if the user has not printed and attached to the package the identification label. Such identification label will be sent to the customer via email by Eurosenter.

Suitable packaging is, for example, a cardboard box consisting of two or more layers of carton or suitcases wrapped with a protective film. Irregularly shaped items like suitcases have to be carefully wrapped in plastic stretch foil (including the wheels and handles), so that sharp objects of the suitcase cannot damage other shipments. On the inside, the package or suitcase must have suitable packaging, for example, bubble-wrap to prevent breakage and damage of the transported items.

Plastic bags, travel bags and plastic boxes are not allowed types of packaging.

Suitcases, cardboard boxes and other suitable containers can be damaged during transportation. If suitcases are used as packaging, they must be adequately protected in order to prevent damage. The courier company can also reject the claim for insurance reimbursement if they consider the suitcase to be dangerous and could damage other parcels during transportation. Not all packages are subject to insurance coverage. Neither the selected courier service provider nor Eurosener are responsible for any damage caused in the packaging during transport.

### 6.2.2 Service “Removals”

When booking transportation services with the service “Removals”, the customer agrees for the packages, suitcases or pallets to be available at the pick-up address for the selected courier service provider to collect it from 8:00 to 18:00. The selected courier company will contact the customer before or on the day of the pick-up in order to confirm the pick-up. There will be no pick-up until a specific date and time is arranged between the customer and the courier company. Due to unforeseen factors related to the selected courier service provider, pick-up can be performed before or after this date. Rarely, due to unforeseen factors, the selected courier service provider can carry out the pick-up on the next business day.

If the driver of the selected courier service provider is not present to pick-up on the pick-up date, the customer, according to these Terms and Conditions, assumes the responsibility of informing Eurosener immediately about this fact, so that Eurosener can arrange with the courier a second pick-up attempt.

The shipment must be ready for transportation at the time when the driver of the selected courier service provider arrives for pick-up. This means that all items that are to be transported must be properly packed and prepared for the transportation. In case of a pallet, the shipment should be properly packed, fixed within the pallet and secured for transportation.

At the time of pick-up or after the shipment arrives to the depo, the driver of the selected courier service provider adheres the identification label on the shipment.

### 6.3 Packaging, labelling and pick-up of pallets

When booking transportation services for pallets, the customer agrees for the pallet to be available at the pick-up address for the selected courier service provider to collect it from 8:00 to 18:00. Selected courier company contact the customer before or on the day of the pick-up in order to confirm the pick-up. There will be no pick-up until a specific date and time is arranged between the customer and the courier company. Due to unforeseen factors related to the selected courier service provider, pick-up can be performed before or after this date. Rarely, due to unforeseen factors, the selected courier service provider can carry out the pick-up on the next business day.

If the driver of the selected courier service provider is not present to pick-up on the pick-up date, the customer, according to these Terms and Conditions, assumes the responsibility of informing Eurosener immediately about this fact, so that Eurosener can arrange with the courier a second pick-up attempt.

The pallet must be ready for transportation at the time when the driver of the selected courier service provider arrives for pick-up. This means that all items that are to be transported must be fixed within the pallet and secured for transportation.

At the time of pick-up or after the shipment comes to depot, the driver of the selected courier service provider adheres the identification label on the pallet.

## 7. Delivery

The customer is responsible for providing a complete and exact address for pick-up and delivery of the package, suitcase or pallet, and any other relevant information to facilitate delivery. The address details should fit in the designated area in the booking process, and not be included in the "comments field"; otherwise, the courier companies might not receive the complete information needed for a successful pick-up and delivery. The delivery should be done in an easily accessible place; the driver of the selected courier service provider must be able to park the truck at least twenty-five (25) meters from the indicated delivery point. Door-to-door service is service provided to the main door of the building. The courier driver of the selected courier company is not obliged to pick up or deliver the package, suitcase or pallet into upper floors.

On the date of delivery, the recipient must be at the delivery address between 9:00 and 18:00, if the selected product is "Selection" or "Flexi", or at the time agreed directly with the transportation company if it is a pallet shipment. The recipient can also authorize a person to pick-up the shipment on its behalf. In some cases, the package can be sent to an alternate address.

By indicating the delivery address in the booking process, the customer guarantees that it is a standard delivery address publicly known, in which shipments are received regularly. An indication of a generic address, such as a port, where there may be a failed delivery, is not enough. Consequently, the shipment will be returned to the sender at the expense of the customer. In the case of new buildings, by accepting these Terms and Conditions the customer confirms that the address is already known to transportation service providers and that he or she has already received shipments to this address in the past.

If delivery is not successful on the day scheduled for a reason, not pertaining to the selected courier service provider (i.e., because the person appointed to receive the delivery is not present), in most of the countries the next delivery attempt will be made on the next few business days. In the absence of the client, delivery will be considered effective against consignee signature of any person, found present at the delivery address, who is willing to take the delivery of the shipment, unless there is good reason to doubt such a person's entitlement to take delivery. There is no obligation on the selected courier service provider to check the identity of such a person (e.g. on the basis of an identity card).

The selected courier service provider is entitled to deliver the package, suitcase or pallet to an alternate address (neighboring address, local post office or delivery point). In this case, the courier company will leave a note with the location of delivery of the shipment on the main address indicated. If the package, suitcase or pallet is not picked up within seven (7) days of the first delivery attempt, the selected courier service provider reserves the right to return the shipment to the pick-up address at the expense of the user. According to these Terms and

Conditions, additional costs will be charged to the customer, which Eurosender reserves the right to charge them on the credit card used to place the order.

Eurosender does not guarantee transportation and shipment delivery to a different address than initially indicated by the client, when booking transportation services through the website [Eurosender.com](http://Eurosender.com). In the case that the customer corrects the address timely, the new address will be forwarded to the courier company and used as delivery address for the purposes of these Terms and Conditions; additional forwarding expenses are borne solely by the customer.

Any damages to the shipment must be reported at the moment of the delivery by filling a damage report with the driver or by signing with reservation the proof of delivery. Otherwise, the selected courier company or the insurance company may reject any claim for damages.

According to these Terms and Conditions, the delivery is considered effective if:

- the shipment is handed over to anyone located in the delivery address against digital or manual signature, including neighbours and persons present at the indicated premises;
- the shipment is delivered to an alternative address;
- after multiple failed delivery attempts to the delivery address, the shipment is delivered in one of the warehouses of the selected courier service provider, which is near to the original delivery address;
- the selected courier service provider has left a notice of delivery to the delivery contact person, or if this is evident through shipment tracking via the Internet; or,
- the shipment is delivered in the delivery address to a person, who falsely presents itself as the recipient.
- The shipment is returned back to the pick-up address after the maximum days of storage the selected courier company's warehouse.

As soon as a delivery is considered effective, it is understood that Eurosender and the selected courier service provider are exempted from responsibility for transportation.

## 8. Delays and responsibility in case of delays

All delivery times are approximate and are not guaranteed. With the acceptance of these Terms and Conditions, the customer is aware and agrees that many external circumstances may cause delays in the pick-up or delivery of the shipment.

In case of delays, in no case will Eurosender be liable for damages caused by the delay, and shall not be liable to solve or settle the obligations or expenses related to the delay. Eurosender is not obliged to compensate the customer for delays, neither is required to reimburse any related cost.

## 9. Responsibility for losses and damages to the shipment

Eurosender is the administrator of the online platform for booking transportation services and, as such, will not be liable for any loss or damage to the package, suitcase or pallet, or to any of its contents. Eurosender only works with quality courier services providers and, therefore, damages and/or losses are unusual.

The courier services providers are responsible for the pick-up, transportation and delivery of all shipments, reserved through the portal [Eurosender.com](#).

In order to prevent damage, the customer must be aware that, despite the caution measure taken by courier services providers, packages, suitcases or pallets are unloaded, sorted and mechanically loaded and therefore they must be properly packaged.

Packages, suitcases or pallets will be under the supervision of the selected courier service provider from pick-up to delivery.

## 10. Insurance, claims and complaints procedures and forbidden items

### 10.1 Insurance, responsibility and insurance coverage

Eurosender acts as a commission agent and not as a freight forwarder when administrating the online portal for booking transportation services. Eurosender is solely responsible for the selection of courier services providers, and never for the execution of transportation.

Eurosender does not act as an insurance company. Shipping insurance packages are not offered by Eurosender; they are offered by courier services providers directly, or by insurance companies with existing agreements with courier services providers or with Eurosender. For this reason, the terms and conditions of insurance companies such as Ergo or Lloyds and of courier services providers such as GLS, DPD and DHL apply in all matters, relating to insurance of shipments, booked through our website.

All orders for transportation of pallets is ensured in accordance with [the Convention on the International Carriage of Goods by Road Contract \(CMR\)](#).

All orders for transportation of packages or suitcases placed through the website [Eurosender.com](#) include an insurance provided by the selected courier service provider or by an insurance company by a maximum coverage of two hundred (200) euros. The insurance premium is already included in the basic price of the shipment. Insurance coverage extends to expenses caused in case of loss or damage of the package and reimbursement of transportation costs for lost or damaged packages.

If the shipment contains items of greater value compared to the maximum insurance coverage, the user is required to purchase additional insurance directly on our web site. Additional insurance must be booked in the ordering process and is charged according to the price list of the selected courier service provider or of the insurance company.

At the customer request, Eurosenter d.o.o. shall cede all claims and rights arising from the transactions, concluded on its own name on behalf of the customer, including the claims under the responsibility of the selected courier service provider for the non-fulfilment or improper fulfilment of the courier services. The customer is obliged to recover or enforce the claims and rights against the courier service provider.

In the case of loss, Eurosenter offers customer support in submitting complaints to the selected courier service provider. However, the decision about the admissibility of the insurance is made solely by the courier company or by the insurance company.

The insurance does not apply in case:

- of inappropriate packaging;
- of unconventional shipments;
- of transportation of forbidden items and items for which our services is not recommended without previous notice to us;
- of transportation of electronic devices (such as televisions, mobile phones, computers and other electronic equipment) without original packaging;
- of shipments for which delivery is considered effective according to Section 7 of these Terms and Conditions;
- of damages that are caused by terrorism, natural disasters;
- that the customer did not provide enough evidence (photographic or written material) that proves the parcel was in perfect condition before collection; or,
- that the user has violated these Terms and Conditions in any way.

Eurosenter will not be held liable for any damage, loss, failure or delay in the pick-up, transportation or delivery, or for any other damages or costs, arising from transportation services, requested through the web portal Eurosenter.com. Eurosenter is not responsible for any loss of profits, originated in any of the numerals described above.

## 10.2 Claims procedure in case of damage or loss

Eurosenter does not acknowledge any alternative dispute resolution provider.

In the case of loss, Eurosenter offers customer support in submitting complaints to the selected courier service provider. However, the decision about the admissibility of the insurance is made solely by the courier company or by the insurance company.

In case of damage or loss of a package, suitcase or pallet, the situation must be reported by the person in charge of receiving the shipment to the courier driver of the selected courier service at the time of delivery. Any damages to the shipment must be reported at the moment of the delivery by filling a damage report with the driver or by signing with reservation the proof of delivery. Otherwise, the selected courier company or the insurance company may reject any claim for damages.

In order to initiate a procedure with the selected courier service for damage or loss, Eurosenter should receive to the email address [claims@eurosenter.com](mailto:claims@eurosenter.com) the data indicated in this paragraph.

In order for the insurance coverage to apply, the client must actively track the shipment of the package, suitcase or pallet on the Internet. If there is no change of status in the tracking of the shipment within seven (7) days, the customer is required to contact Eurosender within forty-eight (48) hours from the expiration of seven (7) days in order to begin the search procedure.

If the package, suitcase or pallet is not delivered within five (5) days from the expected date of delivery, the customer must immediately notify Eurosender in writing by sending an email to [help@eurosender.com](mailto:help@eurosender.com) and attaching the following:

1. a list of the contents of the shipment and their value;
2. an external description of the shipment;
3. information on the method of packaging;
4. a copy of the confirmation email; and,
5. a copy of the confirmation of hand over from the person handing over the shipment at pick-up.

If a package, pallet or suitcase is delivered damaged, the client should not receive the consignment unconditionally. On the contrary, the customer, along with the driver of the selected courier service, shall write a report on the damaged shipment received that includes photos and a detailed description of the damage. The document must be signed by the driver and by the customer. In addition, the customer must inform Eurosender in writing within forty-eight (48) hours, following the receipt of the damaged shipment, attaching the following:

1. the document signed by the driver and by the customer;
2. photos clearly evidencing the damage (the customer has to provide picture of the parcel and the items before and after collection that clearly show the damage on the parcel or the items occurred during or as a result of transport);
3. a list of the contents of the shipment and their value;
4. the address in which the courier can inspect and, if necessary, bring the damaged items; and,
5. copy of the confirmation email shipment.

If the customer does not duly notify Eurosender or does not attach all the required documentation to the email sent to [claims@eurosender.com](mailto:claims@eurosender.com), the notification will be considered as not sent.

In case of damage of the shipment, the customer is required to keep the package, suitcase or pallet in the condition in which it was delivered, covering all expenses related, until completion of the insurance procedure. If the parcel is damaged on the outside, the customer should take photographs of the damages before taking the goods out of the parcel.

In case the customer notices that some of the items are missing from his parcel at the time of delivery, a claim procedure can be started. The customer must provide Eurosender via email with the same documentation as in the case of damage, including photographs of the package before collection and after delivery that prove the parcel was opened/damaged during transport which would result in missing content.

Upon receipt of all necessary supporting documents, Eurosender, on behalf of the client, will send to the selected courier service provider the application for insurance with all the documents

attached by the customer. However, the decision about the admissibility of the insurance is of the sole responsibility of the courier services providers directly, or of the insurance companies with existing agreements with the courier services providers or with Eurosenter.

### 10.3 Complaints procedure regarding Eurosenter's services

Eurosenter acts as a commission agent and not as a freight forwarder when administrating the online portal for booking transportation services. Eurosenter is solely responsible for the selection of courier services providers, and never for the execution of transportation. This being said, in case that the customer has any complaints regarding Eurosenter's services as commission agent, the customer will have to begin a complaints procedure.

In order for the internal complaints procedure to begin, the customer should inform Eurosenter in writing by sending an registered letter to Eurosenter d.o.o, Dunajska cesta 116, 1000 Ljubljana, Slovenia, attaching the following:

1. detailed description of the complaint;
2. ideally, the name or names of the person from Eurosenter with whom the customer was in contact;
3. a copy of the confirmation email; and,
4. a copy of all email communications exchanged between the customer and the Eurosenter team.

If the customer does not duly notify Eurosenter or does not attach all the required documentation to the letter, the complaints procedure will not begin.

After receiving a complete complaint, Eurosenter will forward the case to the Claims and Complaints committee which will evaluate the case file. Eurosenter's Claims and Complaints committee will send a reply to the customer regarding the complaint within thirty (30) days after the complaint is received.

### 10.4 Forbidden items

With the adoption of these Terms and Conditions, the client agrees with the list of forbidden items herein and declares that will not send any object on this list, or any item that is prohibited by the Terms and Conditions of the selected courier service provider or by the laws of the country in which the pick-up or delivery address is located.

The customer agrees not to send stolen goods or goods not in free circulation under the legislation of the European Union.

Eurosenter prohibits the sending of jewelry, gold, antiques, pictures, human remains, human organs, animals, glass and porcelain. If the client decides to send forbidden items anyway, they will be solely responsible for all damages and expenses incurred.

Among the forbidden items, all hazardous substances and substances requiring special permits for transportation, special handling or specific documentation are also included.

Examples of forbidden items are:

- animals and animal products;
- arms and ammunition;
- hazardous substances and objects;
- flowers and other plants;
- human remains and funerary urns;
- illegal objects;
- medical samples;
- objects that need an environment with a controlled temperature;
- pornography;
- prescription drugs and other pharmaceutical products;
- tobacco;
- food (including food in liquid form)
- aerosols;
- objects of great value;
- objects with sentimental value;
- other fragile items;
- items that can damage other parcels during the transportation;
- shipments that would be covered by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

## 11. Applicable Law and Jurisdiction

Unless mandatory rules of the country in which the customer is domiciled specify otherwise:

- these Terms and Conditions and the contracts to which these Terms and Conditions apply will be interpreted in light of the laws of the Republic of Slovenia;
- all possible disputes arising from these General Terms and Conditions or from the contracts to which these Terms and Conditions apply will be resolved in the courts of the Republic of Slovenia; and,
- in case of differences in meaning between the various translations of these Terms and Conditions, the text originally written in English language shall prevail.

This version of the Terms and Conditions enters into force on September 17, 2016.