

Claims Procedure

- 1.1 In case that the shipper (or other person entitled to raise a claim under the terms specified below) claims that UPS has provided a service that is defective and/or that UPS has otherwise breached its obligations arising from these Terms, the Service Agreement or the law, it shall be entitled to exercise its claims using this Claims Procedure. The Claims Procedure may include, without limitation, any claims arising from:
- (i) any alleged damage to the package (shipment);
 - (ii) alleged loss of the package (shipment) or its contents;
 - (iii) the allegation that a C.O.D. payment was not received;
 - (iv) other alleged breaches of obligations by UPS.
- 1.2 A claim may be raised by the shipper (the person who concluded the Service Agreement with UPS (i.e., usually a sender of the package or shipment), or its authorized representative. In addition, the addressee is entitled to raise a claim in case that the shipper has a user account at the UPS website and such option is allowed by the shipper. In such case, it shall be assumed that the addressee acts in its own name on the account of the shipper.
- 1.3. Claims may be raised primarily in electronic form using the webform available at <https://www.ups.com/cz/cs/support/file-a-claim.page>. The claimant shall in fill in the webform and submit all required information whereas UPS may require in particular the following information:
- (i) specification of the package (shipment) – tracking number, weight, contact details;
 - (ii) relationship of the claimant to the package (shipment) – sender, addressee, other;
 - (iii) reason of the claim (damage, loss, COD not received);
 - (iv) description of the contents of the package (shipments) – e.g., serial number(s), amount, brand(s), measurements, color etc. of the goods;
 - (v) Supporting Documentation for the claim according to section 1.8. below.
- 1.4. The claim shall be deemed raised upon the proper completion, confirmation, and dispatch of the webform.
- 1.5. Since the services of UPS provided according to these Terms are not publicly marketed at the UPS establishments and the Service Agreements are generally concluded using the webform, the establishment of UPS are generally not suitable for dealings with customers. Claims are, thus, primarily filed and settled in electronic form at the UPS website and the option to raise claims in person at the UPS establishments is limited. Only those shippers who are consumers may raise claims in person and the claims may be raised only at the following UPS establishment
- United Parcel Service Czech Republic s.r.o., Ke Kopanině 559, 252 67 Tuchoměřice**
- 1.6. If the shipper is not a consumer, the claim must be filed using the webform. If the shipper is a consumer, he/she may also file a claim in person at the UPS establishments listed above within

the above-specified office hours or by a written notification delivered to any of these establishments. In such case, the claimant must attach the information specified in section 1.3, above to the filing.

- 1.7. Proper filing of a claim is confirmed by an e-mail notification delivered to the contact e-mail submitted by the claimant. In case the claim is filed in person, the claimant shall be entitled to request a written confirmation of the filing.
- 1.8. UPS shall be entitled to request additional Supporting Documentation necessary to handle the claim which may include, without limitation: specification of the package contents and its damage, photos, documents confirming the purchase or the ownership of the package contents. Detailed conditions are specified at: <https://www.ups.com/cz/cs/support/file-a-claim/supporting-documents.page>. UPS shall further be entitled to perform a physical inspection of the package and its contents.
- 1.9. In case that the claim is based on an alleged damage and/or loss of the contents of the package (or a part thereof), the shipper shall ensure that a detailed photo documentation of the package, including its damaged wrapping or contents, is made immediately after the receipt of the package. The shipper shall further ensure that the package and its contents are securely stored for the purpose of their physical inspection until the claim, or any dispute concerning the claim, is finally settled. A failure to fulfill these obligations may lead to the loss of any claims arising from the alleged defects of the UPS' services. This provision is without prejudice to any rights the shipper may have under the under the Convention Rules or other mandatory national laws.
- 1.10. This Claims Procedure is an integral part of the UPS Terms and Conditions of Carriage. All capitalized terms shall have the meanings prescribed in the UPS Terms and Conditions of Carriage.