

COMPLAINT RULES

of the company

Express Group, a.s.

valid and effective from 1 July 2014

Paragraph 1 Introductory Provisions

1. The company Express Group, a.s., Plynárenská 7/B, 821 09 Bratislava, Company Registration No.: 35 795 123, entry: Business Register of the District Court Bratislava I, Section Sa, File No.: 2535/B (hereinafter referred to as the "Company") issues these Complaint Rules.
2. The purpose of these Complaint Rules is the procurement of uniform and effective procedure of complaint handling on the part of recipients of Company's services /customers in the event that the method of and the deadline for complaint filing isn't regulated by respective legislation of the Slovak Republic, particularly by the provisions of the Commercial Code as amended or respective international legal provisions, mainly rules of CMR Convention, COTIF Convention, SMGS Convention and Agreement 1520, or by agreement of contracting parties. In such a case provisions regulated by respective legislation and written contractual arrangements take precedence in terms of complaint handling.
3. Certain special conditions of complaint related to rail transport are governed also by the Transport Regulations of the Company released on the website www.expressgroup.sk

Paragraph 2 Requisites of Complaint, Deadlines and Description of Complaint Filing, Liability for Damage

1. The Complainant shall file the complaint in writing, by post to the address of Company's registered office Express Group, a.s., Plynárenská 7/B, 821 09 Bratislava.
2. The Company shall send a confirmation by post or e-mail within seven working days of the day of its receipt (depending on the form of complaint filing). The Company shall issue this written confirmation to the Complainant also in the event that the Company fully rejected the complaint upon its filing by the Complainant.
3. In the complaint the Complainant shall state in an definite, understandable, correct and exact manner the objected facts and prove its assertions in a trustworthy way, mainly by presenting legally relevant documents (e.g. bill of lading, annex to bill of lading, records related to bill of lading, price receipt, invoice etc), which the Complainant shall procure at its own expense. The Complainant shall further state its claims that he lodges against the company in this way and that it is not entitled to change later without Company's consent.
4. Every complaint must include:
 - identification data of the Complainant, exact postal address to which the handled complaint is to be delivered at Complainant's request, the name of Complainant's financial institution and account number if the Complainant demands returning the funds,
 - subject of the complaint (understandable and brief justification of requested claims),
 - list of documents attached to the complaint and photocopies of respective documents,
 - date of origin of the situation which constitutes the incentive to complaint filing and date of complaint filing,
 - Complainant's signature (except for electronic form).

5. The Complainant shall provide the Company with all necessary assistance that may be justly expected of it.
6. If not all required documents are attached to the complaint, the Company shall invite the Complainant in writing or by e-mail (depending on the form of complaint filing) to supplement the complaint by submitting missing documents or supplementary explanation. The Complainant shall deliver required documents or explanations to the Company within 15 calendar day of the receipt of this request. In case that the Complainant fails to do so in the stipulated period, its request will be rejected by the Company and the Complainant may not file this request again.
7. The Complainant is entitled to file a complaint not later than 30 calendar days of the origin of the situation constituting the incentive to complaint filing. Failing that, Complainant's right to file a complaint expires.
8. Costs on complaint filing shall be borne by the Complainant.
9. The Company is liable for the damage caused in terms of the fulfilment of the forwarding contract exclusively in case that the damage was caused by the Company itself. If the damage arises on the part of a third party, namely any supplier, warehouse keeper, intermediate forwarder or any other subject participating in the transport, the Company is not liable for the damage. In terms of the forwarding contract the Company is not liable for the forwarder.

Paragraph 3 Deadlines for Complaint Handling

1. The Company shall handle the complaint filed without undue delay, however, not later than:
 - 30 calendar days of its receipt in the event of: formal mistakes, illegitimate invoicing (transport wasn't conducted, duplicity), errors in agreed prices, incorrect VAT procedure,
 - 100 calendar days in the event of objections to the damage to or loss of goods and con-compliance with delivery period. The handling of such type of complaint is preceded by conclusion of a special agreement,
 - the deadline for complaint handling is prolonged in the event of missing documents. In such a case it starts on the day when the Company is delivered the missing documents.
2. The Company has the right to reject the handling of a complaint if:
 - the complaint was filed by an unauthorized person,
 - the complaint wasn't filed within the set period and in accordance with the Complaint Rules of the Company,
 - the Company invited the Complainant to submit missing documents and the Complainant failed to do so,
 - court proceedings in the respective matter were started or closed validly.
3. The Company shall notify the Complainant in writing or by e-mail (depending on the form of complaint filing) of the decision regarding the complaint. If the Company accepts the complaint only partially, it shall give reasons of its decision. If the Company fully rejects the complaint, it shall inform the Complainant of the reasons for its decision.
4. If the last day of the period for complaint handling is public holiday, the period shall be considered complied with, if handled complaint was handed over to postal service on the following working day or, as the case may be, sent in electronic form on the following working day.

5. In case of disagreement of the Complainant with complaint handling, the Complainant has the right to address the competent court.

Paragraph 4

Illegitimacy and Rejection of Complaint in the Event of Damage to Goods and other Damage

1. the Complainant doesn't have the right to file a complaint particularly if:
 - the Company keeps records of unsettled receivables after due date on the part of the Complainant,
 - the principal failed to provide the forwarder with correct and complete data on the content and nature of the consignment as well as other facts required for the conclusion of the carriage contract,
 - the forwarder submitted to the principal a report on a risk of damage to the consignment or damage to the consignment actually incurred, immediately after learning of it, but the principal failed to give correct and complete instructions properly (in writing) and in time or, as the case may be, the principal failed to give any instruction,
 - the principal failed to notify the forwarder of relevant regulations (e.g. import and export authorizations, customs regulations etc.) in time.

Paragraph 5


Concluding Provisions

1. The Complaint Rules of the Company are valid and effective from 1 July 2014.
2. The Company reserves the right to amend the Complaint Rules at any time. Amendments to the Complaint Rules take effect on the day of their release.
3. The Complaint Rules of the Company are released on Company's website www.expressgroup.sk and are available in the registered office of the Company.

In Bratislava on 1 July 2014



Express Group, a.s.
Ing. Kamil Bernáth
Chairman of the Management Board



Express Group, a.s.
Ing. Alexej Beljajev
Vice-Chairman of the Management Board