

CONDITIONS FOR POSTEXPRESS SERVICE PROVISION

1. PE of PTT Communications "Srbija" (hereinafter referred to as the Post) renders so-called POST EXPRESS services, meaning the transfer of the express items in the domestic traffic, under the below-stated conditions, which the sender or his representative shall declare to accept, unconditionally.
2. THE POST shall transfer items of all clients from the place of acceptance till the place of delivery, within the prescribed and guaranteed time-limits, in accordance with the conditions of POST EXPRESS service provision and against payment determined by the applicable price-list of the Enterprise. The choice of manner and means of transport presents the right and liability of the POST.
3. The sender guaranties that he is the owner, representative of the owner or the intermediary of the item contents and declares to accept the conditions for acceptance and transfer, as well as that he himself filled-in the Acceptance form or the employee of the POST in his name. The Acceptance form presents a proof on acceptance of the item, and cannot be disputed.
4. The sender guarantees as follows: a) that the contents of an item to be sent is described precisely and accurately in the part of the Acceptance form „DESCRIPTION“, b) that all the data of the sender and addressee are correctly written, and c) that the item to be sent is packed in such a manner to provide a secure transfer and handling.

THE POST is entitled to refuse acceptance or exclude from transfer the items which are not in compliance with the liabilities stated under a, b and c hereof.

5. It is the sender's liability to procure an adequate packaging of the items in order to protect them during transfer and handling. In case of reduction or damage of the contents during transfer and handling due to inadequate packaging, THE POST is dispensed with payment for the damage.
6. Delivery is made to the addressee or to the authorised person along with the confirmation of acceptance on the specially allocated place on the Delivery form (advice of delivery). When the item is received by the authorised person, a member of the household or an employee of the addressee, the person is obliged to indicate, next to the signature, the relationship with the addressee or write down the ID number.
7. In POST EXPRESS items it is forbidden to send the following articles: money, jewellery, precious metals, precious stones, animals, narcotics, radioactive, explosive, inflammable and other dangerous substances, arms and ammunition and all the articles the transfer of which is forbidden by the law. In order to prevent transferring of the above substances and articles, THE POST is entitled to check the item to be transferred, and to refuse its acceptance or exclude it from the transfer.

The consequences of sending articles and substances within PostExpress items which are excluded from the transfer shall be borne by the sender.

In any case, the sender shall be responsible for damages which might occur to other persons or things due to false report regarding the dangerous contents.

8. THE POST gives an opportunity to the sender to choose that the calculated postage be paid by the addressee at delivery, which shall be indicated on the Acceptance form. If such an item for some reason (except by the fault of the POST) is not delivered, the double amount of the postage shall be charged to the sender.
9. The sender who wants to post the item as insured (while it contains some value or has some commercial value), as cash-on-delivery item, with return receipt or as restricted mail, has to indicate that on the Acceptance form.
10. The postal items shall be kept for five (5) working days upon leaving the 'call for item' form. In case that for some reason it is not possible to return it to the sender, the item shall be considered as undeliverable.
11. In case of transgression of time-limits, loss, damage or reduction in contents of the item, the sender shall be entitled to indemnity in accordance with the Postal Services Act (the Official Gazette No.18, dated February 24 2005).
12. THE POST shall be held harmless and shall not approve indemnity in cases of loss or damage caused by: a) the fault of the sender or the addressee, b) inadequate packaging of items, c) unforeseeable events outside human feasible abilities (accident, catastrophies in economy, strikes, road blockades), d) out of any other indirect or indirect damage, due to loss of revenue, earnings, purchases or usage, due to termination of agreement, etc. e) the damage resulting from the nature of the item, f) in case that the relevant application is not submitted within the determined time-limit.
13. No employee of THE POST shall be entitled to abolish or amend unilaterally the Conditions for POSTEXPRESS services provision.
14. Every case which is not treated in accordance with the stated Conditions shall be regulated in accordance with the provisions of the applicable Postal Services Act
15. Any dispute that may occur between THE POST and users of its services shall be governed by the competent court.