

# SKLADON GENERAL TERMS AND CONDITIONS.

Central Warehouse Solution s.r.o., with its registered office at náměstí J. A. Komenského 18, 739 44 Brušperk, ID No.: 042 53 311, registered in the Commercial Register at the Regional Court in Ostrava under No. C 62958

## 1. Scope of services

1.1 These General Terms and Conditions for Customers (hereinafter referred to as "GTC") constitute, within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended, an integral part of the contract for warehousing and related services (hereinafter referred to as "Contract") concluded between Central Warehouse Solution s.r.o, with its registered office at náměstí J. A. Komenského 18, 739 44 Brušperk, ID No.: 042 53 311, registered in the Commercial Register at the Regional Court in Ostrava under file No. C 62958 (hereinafter referred to as "Skladon"), and any legal entity or self-employed natural person (hereinafter referred to as "Customer") to which Skladon provides comprehensive logistics outsourcing services (hereinafter referred to as "Services") within the scope agreed in the Contract. Unless otherwise agreed, the following Services are in particular:

1.1.1. receipt of information from the Customer about ordering the Service on the basis of individual orders of the Customer realized through the information system Skladon (hereinafter referred to as "IS") or in another manner agreed by the parties separately (hereinafter individually referred to as "Order");

1.1.2. on behalf of the Customer to take delivery of a shipment containing various goods of the Customer's choice (hereinafter referred to as "Products") ordered by the Customer from a third party or directly from the Customer (hereinafter referred to as "Bulk Shipment"), at the Warehouse at Průmyslová 377, Mošnov, 742 51 (hereinafter referred to as the "Warehouse"), whereby such Bulk Shipment must be notified to the Warehouse in advance;

1.1.3. opening of the Bulk Shipment from the Manufacturer, cursory visual inspection of the Products received without detailed identification of deficiencies in the quantity and quality of the Products ("Inspection");

1.1.4. informing the Customer of the receipt of the Bulk Shipment and of any deficiencies found in the Inspection;

1.1.5. storage of Products in the Warehouse;

1.1.6. assembly of the Product into its final form;

1.1.7. preparation of the Products into packages intended for the Customer's clients, i.e. their insertion into the transport packaging material, including the required documents, arrangement of the Package with the contact details of the Customer's client obtained in the IS (hereinafter referred to as the "Package");

1.1.8. labelling of Products and Packages;

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1.1.9. printing of the Customer's marketing materials and their insertion into one Package;

1.1.10. providing (and not performing) transportation services consisting of transporting the Package from the Warehouse to the end user of the Product (hereinafter referred to as "Transportation Services") by a carrier selected by the Customer from among the carriers used by Skladon (hereinafter referred to as "Carrier");

1.1.11. delivery of the Package to the Carrier selected by the Customer to provide the Transport Services (hereinafter referred to as "Expedition");

1.1.12. informing the Customer about the delivery of the Package with the Product to the Carrier, including the identification of the shipment enabling its tracking based on the service operated by the Carrier, if the selected Carrier allows it;

1.1.13. representation or mediation of representation in customs proceedings in the case of sending Packages and Products to countries that are not members of the European Union on the basis of a special agreement on representation in customs proceedings concluded between Skladon and the Customer;

1.1.14. taking the Product returned for any reason or claimed by the Customer's client or the Carrier into the Warehouse, storing the returned Product and informing the Customer about the storage of the returned Product.

1.2 Skladon also provides the Customer with value added services (hereinafter referred to as "VAS") such as EAN code marking, identification plate, special packaging materials and others, where such VAS must be expressly agreed in the Contract or otherwise demonstrably ordered by the Customer beyond the agreed Services. SPH shall be charged and billed in excess of the Fee for Services in accordance with the Price List.

1.3 In the event of a conflict between the provisions of these GTC and the Contract, the provisions of the Contract shall prevail.

1.4 The Contract constitutes a storage contract within the meaning of Section 2415 of Act No. 89/2012 Coll., Civil Code, a forwarding contract within the meaning of Section 2471 of Act No. 89/2012 Coll., Civil Code, and a contract for other services not expressly regulated by law.

1.5 For the purposes of these GTC, the customers of Skladon are only entrepreneurs. The GTC do not govern the rights and obligations between Skladon and consumers, where Skladon does not provide Services to consumers and does not enter into Contracts with them.

1.6 The Contract between Skladon and the Customer shall also include an agreement on additional storage and logistics conditions (hereinafter referred to as the "SLA"). The SLA shall include in particular, but not exclusively, the specific procedure for receipt, storage and dispatch, the negotiation of a different error rate and the procedure for resolving complaints.

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## 2. Conclusion of the contract and method of ordering services

2.1 The Storage and Forwarding Agreement is concluded between the Warehouse and the Customer at the time of conclusion of a separate Agreement.

2.2 The subject of the Agreement is Skladon's obligation to provide the Customer with the agreed Services in the agreed scope and quality and the Customer's obligation to pay remuneration for these Services and SPH.

2.3 An integral part of the Agreement is also the SLA regulating other storage conditions.

### 2.4 How to order services

2.4.1. After the conclusion of the Agreement, Skladon shall set up the Customer's access to the IS. The Customer is obliged to place Orders for individual services exclusively through the IS. In the event that an Order is placed by any other means, Skladon is entitled to treat such Order as not placed and not to provide the Services. In the event that Skladon decides to accept an Order placed outside of the IS, Skladon shall expressly notify the Customer and shall be entitled to charge the Customer extra fees and costs. Each Order sent by the Customer to Skladon must contain the information necessary to process the order for the specific Service. In particular, the following information is required for the acceptance of a Bulk Shipment:

- identification of the sender and carrier;
- delivery date and time; type and quantity of Products;
- characteristic of Products;
- special conditions for handling Products;
- additional information;

Skladon is also entitled to request additional information from the Customer on the basis of the Order.

2.4.2. The Customer is entitled to cancel an individual Service Order or any part thereof free of charge no later than forty-eight (48) hours before the time of delivery specified in the Order or other execution of the ordered Service. In the event of a later cancellation of an Order, the Customer shall pay Skladon a resource reservation fee in the amount set out in the Price List within three (3) days of receipt of the demand for payment.

2.4.3. Upon receipt of the Order, Skladon will check whether the Order has all the agreed requirements. If the Order has all the requirements, Skladon shall confirm the Order to the Customer.

2.4.4. If the Order does not have all the agreed details, Skladon will notify the Customer of this fact. If the Customer fails to amend the Order within twenty-four (24) hours of receipt of the notification, Skladon shall not be obliged to provide the Services specified in such Order. 2.4.5. In the event that W Skladon rejects an Order, W Skladon may send to the Customer, together with the notice of rejection of the Order, its binding offer containing a price proposal and a deadline for the provision of the Services.

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2.4.6 If Skladon does not confirm or reject the Order within forty-eight (48) hours of receipt of the Order, the Order is hereby deemed to have been rejected.

2.4.7 Skladon is entitled to refuse an Order for the Expedition of Products if the Customer is in default of payment, even of part of the Reward or there is a reasonable apprehension that the Customer will not pay the Reward.

### 3. Service level of provided services

3.1 Skladon is obliged to provide the Services to the Customer properly, on time and in accordance with the terms of the Agreement and these GTC and is obliged to act with due professional care when providing the Services. In providing the Services, Skladon shall act in accordance with the instructions given by the Customer. Skladon declares that it will only use persons who are appropriately trained to provide the Services.

3.2 Skladon will provide the Services in accordance with applicable legal standards. Skladon has the relevant public permits and qualifications to the extent required by the relevant legislation and decisions of administrative authorities for the provision of the Services. Skladon is entitled to use the Warehouse for the purpose of providing the Services.

3.3 Unless otherwise agreed, Skladon provides the Services to Customers to the professional standard set out in these GTC. In addition to these GTCs, Skladon shall regulate the storage and forwarding terms in the Agreement or in the SLA, which is an annex to the Agreement.

#### 3.4 Receiving products into the warehouse

3.4.1. Bulk shipments (goods) for storage are accepted by the Warehouse from the Customer during the operating hours of the Warehouse (working days from 8:00 a.m. to 4:30 p.m.). Goods to be accepted for storage must be delivered no later than one (1) hour before the end of the stated operating hours.

3.4.2. Out of hours of the Warehouse, Skladon is obliged to take over the goods for storage only if this has been agreed in the SLA or if the Warehouse is notified in advance in writing of the requirement to take over the goods on a different date and confirms the requested date in writing.

3.4.3. The place of receipt of Bulk Shipments and shipment of Products is Skladon's warehouse.

3.4.4. When taking over Bulk Shipments for storage, the Customer is responsible for unloading the goods from the means of transport. At the Customer's request, Warehouse will arrange unloading for a fee in accordance with the Price List. The Customer's carrier delivering the Products to the Warehouse must follow Skladon's instructions so that the Goods can be unloaded in the normal manner and by means of Skladon's handling equipment.

3.4.5. Skladon performs only a cursory Inspection as defined in these GTC and is not obliged to check, among other things, the proper packaging of the Products, their marking, the number of Products in the packages in which the Products are received, the conformity of the declared type, type or quality of the Products with the actual contents of the package. The Warehouse

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is entitled (but not obliged) to notify the Customer of any defects found at any time after receipt of the Goods with a request for rectification.

### 3.5 Storage and shipping

3.5.1. The storage period is an indefinite period, unless the Contract provides otherwise.

3.5.2. Skladon shall use standardized packaging material for storage of Products and shipment of Products.

3.5.3. Unless otherwise agreed, Skladon shall expedite Packages containing Products in accordance with the Order within forty-eight (48) hours of confirmation of the Order or confirmation of the last necessary information for expedition (including, but not limited to, the amount of postage, customs duties, Customer care or broker requirements, etc.).

### 3.6 Method of delivery of parcels, undeliverable and refused parcels and COD parcels

3.6.1. Skladon shall arrange for the delivery of Parcels to the Customer's client by the method of delivery performed by the Transport Service Provider selected by the Customer in the Contract or SLA (hereinafter referred to as "Shipment"). The Customer is obliged to select one of the Transport Service Providers cooperating with Skladon.

3.6.2 In the event of an inability to deliver or refusal to accept a Shipment, the Carrier shall deliver the Shipment back to the Warehouse at the earliest possible time. The parties expressly agree that the Warehouse does not guarantee any time for the return of the Shipment to the Warehouse.

3.6.3 In the event that the Shipment is not delivered or accepted due to non-payment on delivery, the previous clause shall apply mutatis mutandis to the Shipment.

3.6.4 The Customer agrees to provide the Transport Service Provider with all necessary assistance and instructions for the proper and timely handling of the return and/or claim. Skladon is in no way responsible for the Customer's claims process against the Customer.

3.6.5 In all these cases the Customer is obliged to pay the price of the Transport Services and the Fee according to the Price List.

## 4. Insurance of the services provided

4.1 Insurance of the consignment will be agreed in each individual case as agreed by the parties.

4.2 Skladon has insurance for the provision of the Services. Upon request of the Customer, Skladon shall provide a certificate of insurance and its scope.

## 5. Nature of shipments and customer information obligations

5.1 The Customer is obliged to provide Skladon with correct and complete information about the contents of the Bulk Shipment and the nature of the Products necessary for the proper provision of the Services, in particular, but not exclusively, the following information:

- the total weight, dimensions and value of the shipment for insurance and customs purposes;
- weight, dimensions and number of individual pieces;
- method of packaging and labelling;
- stackability
- special requirements for storage (including temperature and humidity), handling and transport;
- other than the normal legal and customs obligations associated with the shipment.

5.2 The Customer shall notify Skladon in the Order that the Bulk Shipment contains Products that are dangerous, hazardous material, prohibited articles or articles whose carriage is restricted (as such terms are defined in relevant international conventions such as ADR, RID, IATA - DGR, IMDG, ICAO) and provide Skladon with all information necessary to assess whether Skladon is authorised and able to provide the relevant Services in relation to the Products.

5.3 The Customer agrees that Skladon shall be entitled, but not obliged, to randomly inspect the contents and nature of the Bulk Shipment in order to verify the information provided to Skladon by the Customer or for the proper provision of the Services. For this purpose, Skladon shall be entitled to open or remove the packaging of the Bulk Shipment and the Products. Skladon shall further be entitled to assess, in its sole discretion, the accuracy of the shipment details provided to Skladon by the Customer.

5.4 Skladon shall be entitled to refuse to provide Services in relation to a Bulk Shipment or individual Products if the contents of the Bulk Shipment or individual Products are unsafe Products, or if Skladon has doubts about the accuracy and completeness of the shipment information provided by the Customer, or if the requested Service in relation to the Bulk Shipment or individual Products is in violation of the law. Furthermore, Skladon is entitled to refuse to provide the Services in particular in the following cases:

5.4.1. the Bulk Shipment or Products do not correspond to the data provided by the Customer pursuant to clause 5.1 of the GTC;

5.4.2. Bulk Shipment or Products are of the nature specified in clause 5.2 of the GTC;

5.4.3. the provision of the Services requires the handling of Bulk Shipments or Products outside the Warehouse or the receipt or delivery to countries where Skladon, at its sole discretion, does not provide its services, such as but not limited to Syria, Iran, North Korea, Cuba, Congo, Somalia, Sudan, Zimbabwe, etc.;

5.4.4. the provision of the Services could contravene laws and international treaties (embargoes, counter-extremism, etc.);

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5.4.5. if the Products cannot be transported by Skladon for any objective or subjective reason;

5.4.6. the relevant customs declarations and other shipping documents are not executed for the Bulk Shipment or the Products;

5.4.7. transportation service providers cooperating with Skladon refuse to transport Bulk Shipments or Products;

5.4.8. Bulk shipments are delivered to Skladon on delivery or at Skladon's expense;

5.4.9. Bulk shipments or Products contain perishable items (such as food), any biological material, plants, animals, etc.;

5.4.10. Products require storage in premises or transport with a temperature outside the range 15 C to 25 C or a humidity below 60 %.

5.5 The services consist of handling the following types of items:

- jewellery, precious stones or precious metals;
- funds or securities;
- mobile phones;
- and documents containing information the disclosure of which to third parties would constitute a breach of business confidentiality or the physical presence of which in a particular territory would give rise to any payment obligation;

shall be the subject of an express agreement in the Contract and in the event that it is not, Skladon shall be entitled to refuse to provide the Services to the Customer without any consequences or liability for damages. The Customer shall expressly inform Skladon of these types of matters when negotiating the Contract or when placing an Order.

5.6 The Customer acknowledges that these GTC provide for the obligation to inform Skladon of the facts concerning the nature of the Bulk Shipment and the Products necessary for Skladon's decision to accept the Order, the proper provision of the Services. If the Customer breaches its obligations to inform Skladon in accordance with these GTC, the Customer shall indemnify Skladon for the costs and any damages incurred as a result of such breach. In the event of a breach of the Customer's information obligation under this clause, the Parties agree on a contractual penalty in the amount of the agreed Fee for the Services. The parties agree that the obligation to pay the contractual penalty does not exclude the right to compensation for damages and hereby exclude the application of Section § 2050 of the Civil Code.

5.7 The Customer further acknowledges that these GTC provide for limitations of the Services for certain territories or for certain types of Bulk Shipments and Products. If a Bulk Shipment or Products received by Skladon in the course of providing the Services violates the Service limitations set forth without Skladon's knowledge, Customer agrees that neither Skladon nor Skladon's contracted Transportation Service Provider shall be liable with respect to such item for any damage to the item, damage caused by delay in transportation, or damage incurred in providing the Services and hereby waives any such claims for damages.

5.8 The Customer shall inform Warehouse of the expected delivery of the Bulk Shipment at least forty-eight (48) hours in advance. In the event that the Customer fails to do so within the aforementioned period, Warehouse shall be entitled to reject the Bulk Shipment and/or be entitled to charge extra costs and fees for accepting such late/no notified Bulk Shipment. The extra fee and costs are set out in the Price List. The Customer shall furthermore be liable to pay a penalty of 5% of the Reward for the Bulk Shipment in question to Skladon for such breach of its obligation.

5.9 Skladon is entitled to refuse to accept a Bulk Shipment from the Carrier only if the right to refuse to accept the Bulk Shipment is provided by applicable law, these GTC or the Contract. In all other cases, Skladon is obliged to accept the Bulk Shipment and to indicate any defects on the relevant transport documents. In cases that deviate from normal practice, Skladon is entitled to charge extra costs and remuneration for the acceptance of such non-standard Bulk Shipment.

## **6. Remuneration for the provision of services and reinsurance**

6.1 The Customer shall pay to Skladon for the provision of the Services and SPH a fee in the amount set out in the price list attached to the Agreement (the "Price List") or in the amount agreed in the relevant Order for the provision of Services other than the agreed Services (the "Fee"), to Skladon's account as set out in the relevant invoice.

### **6.2 Price list and price of services**

6.2.1 Unless otherwise specified in the Price List, these GTC, the Agreement or the Order, the Fee for the provision of the Services so determined shall be the final, binding and complete price for the Services and shall include the Fee for the Services provided by Skladon as well as reimbursement of all out-of-pocket expenses and other costs incurred by Skladon in connection with the provision of the Services.

6.2.2. The validity of the Price List is always for a minimum period of three (3) months from the conclusion of the Agreement, but no longer than until the end of January of the following calendar year (in the case of conclusion of the Agreement in January, until the end of January of that calendar year). The Customer and Skladon agree that a new Price List will be published by Skladon on the first of February of each calendar year and will be announced and sent via IS or in the manner set out in these GTC.

6.2.3. The Customer and Skladon expressly agree that Warehouse is entitled to unilaterally update the Price List, or the prices contained therein, only in justified cases, and in any individual case by a maximum of twenty-five percent (25%), while Skladon is entitled to make such changes to the Price List no more frequently than once every three (3) months and always with effect postponed by one (1) month. The Parties acknowledge that reasonable cause shall include, but not be limited to, changes in Carriers' pricing terms, changes in the price of packaging materials, wage increases, increases in energy prices, Customer's failure to meet the stated scope of the Services to be taken, etc. The updated Price List will be notified and sent to the Customer via IS or in any other manner in accordance with these GTC. In the event

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that the Customer does not notify the IS within three (3) days from the date of notification of the updated Price List via the IS that he/she does not agree to the change and this shall be deemed to be acceptance and amendment of the Agreement. In the event that the Customer notifies the IS in writing within this period of time that it does not agree to the change in the Price List, both parties shall have the right to withdraw from the Contract.

6.2.4 The above three (3) month period shall not apply to Carriers' extraordinary and seasonal surcharges. Skladon shall be entitled to claim the price increase immediately after a demonstrable increase by the Carriers.

6.2.5 In the event that demonstrable surcharges or extra costs of the Carriers are charged after the conclusion of the contract, Skladon is entitled to charge the Customer for these surcharges or extra costs of the Carriers as an additional part of the Remuneration and to invoice the Customer for these amounts.

6.2.6 The Customer acknowledges that the Services Fee has been determined on the basis that the Customer will receive Services from Skladon for the duration of this Agreement to the extent declared by the Customer in the Agreement. The Fee is set in the Price List based on the actual number of Products for which the Services are provided. If the Customer does not take Services from Skladon within the scope declared by the Customer in the Contract in any applicable period set out in the Contract, Skladon shall have the right, notwithstanding any provision of these GTC (in particular clause 6.2.3 of the GTC), to unilaterally change the Price List with effect from the beginning of the following calendar month.

### 6.3 Invoicing

6.3.1. If Skladon charges a fee according to the Price List for services provided on an hourly basis, the invoice will contain a list of such services provided in a given month to the Customer, including the type of activity performed and the duration.

6.3.2. The Customer shall pay the Fee for the Services on the basis of a demand for payment of the Fee, accompanied by an advance invoice for the Services provided in one (1) calendar month (the "Billing Period"), which shall be delivered by Skladon to the Customer no later than the fifteenth (15th) day of the following calendar month, to the email address specified in the Agreement. The Remuneration shall be payable within fourteen (14) days of the delivery of the notice and the advance invoice to the Customer. Each advance invoice will be accompanied by a description of the Services provided by Skladon with reference to the relevant Orders. Once payment of the Fee has been made on the basis of the Advance Invoice, Skladon will issue an invoice to the Customer which will comply with all requirements of law. The Parties may agree in the Contract a different length of the Billing Period, e.g. fourteen (14) days.

6.3.3. Invoices - tax documents issued by Skladon in connection with these GTC shall contain all the requirements of a tax document according to the applicable legislation, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"). In the event that any invoice issued pursuant to the GTC or the Agreement contains incorrect or incomplete information or does not contain the requirements of the applicable legislation, in particular the VAT Act, the Customer shall be entitled to return such tax document to Skladon. In such case, Skladon is obliged to correct the invoice or issue a new one. The due date of the new or corrected invoice - tax document is fourteen (14) days from the date of its delivery to the Customer.

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6.4 In the event that the Customer is in default in the payment of the Fee or other invoices issued for more than three (3) business days from the due date, Skladon may, without prior notice, restrict the provision of its services until all debts owed by the Customer have been paid and the funds credited to Skladon's account. Skladon shall promptly notify Customer of such restriction of Services.

6.5 In the event of default in payment of the Fee or any amounts and invoices to Skladon, the Customer shall pay Skladon contractual default interest at the rate of 0.5% per day on the amount due.

6.6 The Parties agree that in the event of default by the Customer in the payment of obligations arising from or in connection with the Contract, the due date for the payment of the credits collected from the transport services arranged by Skladon shall be extended by the period of the Customer's default, i.e. until the Customer's obligations are paid in full. In the event that the Customer becomes delinquent in the payment of the Fee, Skladon shall be entitled to unilaterally set off its outstanding receivables from the Customer, the payment of which is more than fourteen (14) days in arrears, against the Customer's receivables from Skladon for any COD amounts collected upon delivery of COD shipments from end customers. Skladon will notify Customer in writing of any set-off.

#### 6.7 Liens and lien

6.7.1 The Parties agree that Skladon shall be entitled to discontinue the provision of the Services and to exercise a lien on the Products in the Warehouse if the Customer is in default of payment of the Fee for more than seven (7) days ("Lien").

6.7.2. In addition to the above, Skladon is entitled to exercise a lien on the Consignment to secure the Customer's debts arising from the Contract, including the General Terms and Conditions, as long as the Consignment is with him or someone who has it with him on behalf of Skladon, or as long as he has the documents authorizing him to handle the Consignment (hereinafter referred to as the "Lien"). Beyond the scope established by the relevant legal regulations, the Lien serves to secure all claims of Skladon from various Contracts with the same Customer for whom Skladon procures the transportation of Shipments.

6.7.3. Skladon may exercise a lien to secure payment of its receivables due from the Customer as well as outstanding receivables if there is a reasonable apprehension that they will not be paid by the Customer and the Customer has not provided adequate security at Skladon's request.

6.7.4. In exercising the Lien and the Lien, Skladon proceeds in accordance with the provisions of Section § 1395 and Section § 1359 et seq. of the Civil Code. Skladon is not obliged to sell the Products at public auction within the meaning of Section § 1360 of the Civil Code. On the contrary, the parties agree to sell the Products in a different manner when exercising the Lien or Retention. When exercising its right to sell them in another manner, Skladon may use the services of a certified auctioneer or sell the Products in a direct private sale, provided that the standard of the sale price at which a comparable item can normally be sold under comparable circumstances at a given place and time is met.

6.7.5 In the event of concurrence of both rights (Pledge and Lien), it is up to Skladon to determine the manner in which the Shipment is to be monetized.

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## 7. Responsibility for the provision of services

7.1 Skladon is responsible for the proper provision of the Services in accordance with these GTC. Notwithstanding any applicable law, the Parties agree that Skladon's liability is exclusively as follows:

7.1.1. Skladon shall be liable for damage to or loss of the Bulk Shipment upon receipt at Skladon;

7.1.3. Skladon shall only be liable for actual damages (not damages in the form of lost profits), and only for actual damages incurred by the Customer as a result of:

7.1.3. Skladon shall only be liable for actual damages (not damages in the form of lost profits), and only for actual damages incurred by the Customer as a result of:

7.1.3.1. defective Packaging of the Products in the Package,

7.1.3.2. defective issue and dispatch of the invoice in the Package, or

7.1.3.3. defective printing and sending of marketing materials in the Package;

7.1.4. Skladon shall be liable for damage caused by the failure to deliver the Product to the Transport Service Provider on the agreed date or the Package in a condition suitable for transport;

7.1.5. Skladon shall be liable for damage caused by failure to arrange insurance with the Transport Service Provider in accordance with the Customer's instructions, the Contract or these GTC.

7.2 Indirect damage and loss of profit shall not be compensated.

7.3 Liability of Skladon beyond the previous clause

a) Skladon shall not be liable for the loss of the Bulk Shipment or for any damage to the Bulk Shipment prior to the receipt of the Bulk Shipment at the Warehouse, i.e. during the transportation of the Bulk Shipment and its delivery to the Warehouse;

b) Skladon shall not be liable for damage caused by the Customer and/or defects in the Product and/or the inherent nature of the Product;

c) Skladon shall not be obliged to inspect beyond the scope agreed in the Contract and shall not be liable for the quality and quantity of Products received in Bulk Shipment;

d) Skladon shall not be liable for damage, destruction or loss of the Product from the time it is handed over to the Shipping Service Provider; however, in such case Skladon shall enforce the Customer's rights against the Shipping Service Provider on behalf of the Customer;

e) Warehouse shall not be liable for any delay in delivery of the Product to the end user arising from the delivery of the Product to the Shipping Service Provider; however, in such

event Warehouse shall enforce the Customer's rights against the Shipping Service Provider on behalf of the Customer;

f) Skladon is not responsible for unloading Bulk Shipments from the carrier to the Warehouse;

g) Skladon is not responsible for the performance of the transport of the Shipment procured.

7.4 The application of § 2426, § 2477 (1), § 2478 and § 2944 of the Civil Code is excluded.

7.5 The Customer and Skladon agree that the acceptance of the goods into the Warehouse for the purposes of these GTC (in particular pursuant to clauses 7.1 and 7.3 of the GTC) occurs only at the moment of signing of the handover documents by the Customer's carrier and complete unloading of the Customer's entire Bulk Shipment into the Warehouse. The unloading of the Bulk Shipment into the Warehouse is completed only at the moment of loading all Products intact onto the loading ramp of the Warehouse and taking them inside the Warehouse premises.

7.6 Skladon cannot guarantee delivery times for the delivery of the Package and Products to its end user within the scope of the Shipping Services. The delivery times and the conditions for their observance are set by the Shipping Service Provider selected by the Customer and Warehouse has made the Customer aware of these delivery times, including but not limited to through the Price List. Skladon shall not be liable for any delay in delivering the Package and Products to the Shipping Service Provider if Skladon's delay is caused by the Customer or any third party's delay in delivering the Bulk Shipment to the Warehouse.

7.7 Skladon does not provide any services in relation to the Products and the Package to the end users of the Products. This provision is without prejudice to Skladon's obligation to the Customer in relation to the complaint handling support set out in clause 7.2 of these GTC and Skladon's liability to the Customer.

7.8. The contractual arrangement of a fixed remuneration of Skladon according to the Price List or the charging of the Remuneration to Skladon at a fixed rate (the so-called acceptance rate) does not constitute a contractual assumption of liability for the Carrier or the provider of Transport Services.

7.9 The Parties agree that in the event of liability of Skladon to the Customer for the proper provision of Services under these GTC, Skladon is obliged to provide compensation to the Customer under the terms of this Agreement, exclusively in the form of compensation for damages actually incurred by the Customer and demonstrably paid by the Customer to a third party.

7.10 For the purposes of the GTC, damage means only actual damage and not also damage in the form of lost profits or any consequential damage or damage in the form of an obligation to pay a contractual penalty or other sanction to a third party, whereby the Customer is obliged to prove the occurrence and amount of the damage as well as the breach of an obligation by Skladon and the causal link between the breach of Skladon's obligation and the occurrence of the damage.

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**CENTRAL WAREHOUSE SOLUTION S.R.O.**

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Brušperk 739 44  
Czech Republic  
ID nr.: 04253311 / Tax ID: CZ04253311

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7.11. The Parties hereby expressly agree and declare that all provisions on the limitation of the obligation to indemnify contained in the Contract, including the GTC, apply to the contractual and also to the tort obligation to indemnify under the Civil Code.

7.12. Skladon shall not be liable for any inherent error in the provision of the Services.

## 8. Confidentiality of information

8.1 The Parties agree that for the purposes of these GTC all information provided to the Customer by Skladon (whether provided e.g. orally, in writing or in any other form, including electronic data, etc.) within the framework of the contractual relationship is subject to protection and is considered confidential information (hereinafter referred to as "Confidential Information"). Confidential Information is considered a trade secret within the meaning of Section § 504 of the Civil Code.

8.2 The Customer agrees to:

8.2.1. shall keep the Confidential Information confidential and shall not disclose the Confidential Information or any part thereof to any other person unless it has the prior written consent of Skladon to disclose the Confidential Information;

8.2.2. take all necessary measures to prevent the disclosure of Confidential Information and the possibility of unauthorized access to or use of any Confidential Information by a third party;

8.2.3. make no representations to any other person regarding the accuracy of the content or other aspects of the Confidential Information;

8.2.4. use the Confidential Information only in connection with its authorization under these Terms and Conditions, i.e. for its personal use; in particular, the Customer undertakes not to use the Confidential Information for its own business, investment or other activities.

## 9. Processing of personal data

9.1 As a data controller, Skladon processes the personal data of the data subject in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

9.2 In connection with these Terms and Conditions, Skladon processes and stores personal data of the data subject under the conditions and within the limits set by the applicable legislation, in particular in accordance with the provisions of Article 6 (1) (b) GDPR, for the purpose of performance and implementation of the contractual relationship.

9.3 The personal data of the data subject are processed in the following scope: name, surname, residence, e-mail, telephone number.

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9.4 Personal data are processed for the time necessary to ensure mutual rights and obligations arising from the performance and implementation of the contractual relationship.

9.5 The data subject may contact Skladon regarding the processing of personal data in writing at Skladon's registered office.

9.6 The personal data provided by the data subject is provided by Skladon to other natural or legal persons, public authorities or other entities only in justified cases, for example if required by applicable law. Skladon does not intend to transfer personal data to a third country or an international organisation.

9.7 Personal data of the data subject are also processed automatically in electronic form via the IS. The data subject has the right to request that Skladon provide information about the processing of his or her personal data. The data subject has the right to have inaccurate personal data concerning him or her corrected by Skladon without undue delay. Taking into account the purposes of the processing, the data subject has the right to have incomplete personal data completed, including by providing an additional declaration. The data subject has the right to have the personal data concerning him or her erased by Skladon without undue delay, and Skladon is obliged to erase the personal data without undue delay if one of the grounds set out in the GDPR applies. The data subject has the right to have Skladon restrict the processing of personal data in the cases set out in the GDPR. The data subject has the right to object to the processing of personal data concerning him or her. The data subject has the right to obtain the personal data concerning him or her provided by Skladon in a structured, commonly used and machine-readable format and to transmit such data to another controller without hindrance from the Seller, in the cases provided for in the GDPR. If the data subject considers that there has been a breach of the law in relation to the protection of his or her personal data, he or she has the right to lodge a complaint with a supervisory authority. The supervisory authority in the Czech Republic is the Office for Personal Data Protection.

## 10. Duration and termination of the contract

10.1 The Contract shall terminate by agreement of the Parties, termination or withdrawal of either Party under the terms and conditions set out in these GTC. The termination of the Contract for any reason shall not affect the right of Skladon to the Fee, default interest, penalty and damages to which Skladon was entitled up to the date on which the Contract was terminated.

### 10.2 Withdrawal from the contract

10.2.1 The Customer shall be entitled to withdraw from the Agreement with effect from the date of delivery of the notice of withdrawal to Skladon in the event of a material breach of this Agreement by Skladon. A material breach of this Agreement shall be deemed to be a failure by Skladon, for reasons attributable to Skladon, to properly perform its obligations under the Agreement and the Customer has given Skladon prior written notice of such failure, specifying the specific deficiencies, defects and requirements, and Skladon has failed to remedy such failure within a reasonable period of time, which shall not be less than fifteen (15) days.

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10.2.2. Skladon shall be entitled to withdraw from the Contract with effect from the date of delivery of a notice in the manner set out in these GTC to the Customer in the event of a material breach of this Contract by the Customer. In particular, the following shall be deemed to be a material breach of this Agreement:

a) The Customer, for reasons attributable to the Customer, fails to properly perform its obligations under the Contract and Skladon has at the same time notified the Customer in writing in advance of such failure, specifying the specific deficiencies, defects and requirements, and the Customer fails to remedy the same within a reasonable period of time, which shall not be less than fifteen (15) days;

b) Customer's delay in payment of the Reward for more than one (1) month;

c) if, due to the nature of the stored goods, damage to the goods in the Warehouse is imminent and the damage cannot be effectively prevented by means appropriate to the value of the goods concerned, the capabilities of the Warehouse and the agreed amount of remuneration. In the event of withdrawal on this basis, the Warehouse is entitled to remove the goods at the time of sending the notice of withdrawal and store them at the Customer's expense in appropriate temporary premises or shelter;

d) the Customer enters into liquidation or files an insolvency petition or insolvency proceedings are commenced in respect of the Customer on the basis of a third party petition and the Customer does not, in the opinion of Skladon, sufficiently demonstrate that the insolvency petition of such third party is not justified;

e) a decision is issued that the Customer is an unreliable payer of value added tax.

10.3 Each of the Parties shall also have the right to terminate the Contract by written notice, even without giving any reason, delivered to the other Party with a three (3) month notice period starting on the first day of the calendar month following the month in which the notice was delivered to the other Party.

10.4 Skladon is also entitled to terminate the Agreement under the terms of Section 2427 of the Civil Code.

#### 10.5 Disposal of Products on Termination of Contract and Disposal of Goods

10.5.1. The Customer shall take over all stored Products from the Warehouse no later than on the date of termination of the Contract. Skladon shall be entitled to condition the release of the Goods on the payment of all its claims against the Customer, or to use the means of security pursuant to these GTC. If the Customer fails to collect the stored Products on termination of the Contract, Skladon shall be entitled to the Remuneration and the storage surcharge until the date of collection of the Products by the Customer or disposal of the goods as per the following paragraph.

10.5.2. If the Customer does not collect the stored Products even within one (1) month after the termination of the Contract, Skladon has the right to carry out a so-called self-help sale within the meaning of § 2428 of the Civil Code. If the Customer's address where the Customer receives mail is known to Skladon and if the item is of a higher value, Skladon is

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obliged to notify the Customer in advance of the intended sale and to give the Customer an additional period of one week to collect the Products. If the uncollected Products are sold, Skladon shall pay the proceeds of the sale, less its claims against the Customer, including the costs of sale, to the Customer. The Customer must claim the proceeds of sale from Skladon. In the case of Products of negligible value, unsaleable, perishable or goods removed from stock pursuant to clause 10.6 of the GTC, Skladon shall be entitled to dispose of the Products at the Customer's expense in accordance with waste regulations if the Customer fails to collect the Products even within seven (7) days after termination of the Contract.

## 11. Delivery

11.1 All notices (or other communications) between the Parties in connection with the GTC and the Contract or under the Contract shall be in writing and shall be deemed to have been given by delivery to the other Party to whom they are addressed in one of the following ways:

- personally;
- by registered mail;
- by courier service;
- through IS.

11.2 Notices pursuant to the preceding Article shall be deemed to have been delivered on the date of receipt by the Party addressed to it, or on the date of refusal to accept them. In the case of service via IS, by uploading them to IS and making them available to the other Party.

11.3 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or other communication was properly addressed and delivered to the postal service by prepaid registered post or, in the case of a courier service, delivered to the courier. In proving delivery by means of IS, it shall be deemed to have been delivered already when made available to the other Party in IS.

11.4 Normal business communication is via email. In proving delivery of an email, the email shall be deemed to have been delivered on the next business day after the date of sending to the email address specified in the Contract.

## 12. Change of General Terms and Conditions

12.1 Skladon is entitled to unilaterally change these GTC in accordance with § 1752 of the German Civil Code. Skladon is obliged to inform the Customer about the forthcoming change of the GTC at least one (1) month before the change of the GTC takes effect by publishing the notice of the change of the GTC and the new version of the Forwarding Terms on the Internet address [www.skladon.com](http://www.skladon.com), by email and/or via IS.

12.2 The Customer is entitled to refuse to change the GTC. Rejection of changes to the GTC must be made by the Customer within fourteen (14) days of notification of the change to the GTC. Refusal to change the GTC shall be deemed to be a termination of the Contract

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pursuant to 11.4 of the GTC and with two (2) months' notice commencing on the first day of the calendar month following the month.

12.3 The Customer agrees that if it does not reject the proposed change to the GTC within the specified period, it accepts the proposal to change the GTC and becomes bound by the changed GTC on the effective date of the changed GTC.

## 13. Final provisions

13.1 The Customer is obliged to provide Skladon with the cooperation necessary for the proper performance of its obligations under the Agreement. The period of time during which the Customer is in delay in providing the necessary cooperation or in fulfilling other obligations under the Contract conditioning Skladon's performance shall be extended by the time for Skladon's performance.

13.2 If any provision of the GTC and the Agreement becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The Parties shall replace such invalid or ineffective provision with a new provision, the content of which shall be consistent with the intention contained in the original provision of the GTC and the Contract as a whole.

13.3 The GTC and the Agreement are governed by the law of the Czech Republic. The Parties further agree that all disputes arising out of or related to these GTC and the Contract, if they cannot be resolved amicably, shall be resolved by the District Court in Ostrava or the Regional Court in Ostrava. If these GTC are in a language other than Czech, the Czech language version shall be binding.

13.4 The parties shall act to the best of their ability to minimise any damage, loss or risk.

13.5 These GTC come into force and effect on 1.6.2019