

**GENERAL BUSINESS TERMS AND CONDITIONS OF  
MALL GROUP  
AS FOR THE MALL PARTNER BUSINESS COOPERATION**

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**Article 1                    Introductory provisions**

- 1.1     These General business terms and conditions govern the mutual rights and obligations of the company **Internet Mall, a.s.**, ID No.: 262 049 67, with the registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register of the Municipal Court in Prague, Section B, File 8501 (in these General business terms and conditions referred to as the "**Mall**"), and of the second contracting party (in these General business terms and conditions referred to as the "**Partner**"), whereas the Mall is purchasing goods (in these General business terms and conditions referred to as the "**Goods**") from the second contracting party (the Partner), so the Mall can subsequently resell this goods (the Goods) within its business activity to its customers (in these General business terms and conditions referred to as the "**Customer**") at its e-shop that is available on the website [www.mall.cz](http://www.mall.cz) (in these General business terms and conditions referred to as the "**E-shop**"). These General business terms and conditions form an integral part of the contractual relationship between the Mall and the Partner.

**Article 2                    Definitions**

- 2.1     Terms used in these GBTC shall have the following meaning, unless it is defined otherwise or unless something else follows from the Contract, agreements of the Parties or from mandatory provisions of the laws:
- 2.1.1     **API:** means a set of functions, interfaces and data structures for the electronic communication between the Parties, when processing Orders;
- 2.1.2     **Distribution centre:** the central distribution centre of the Mall at the address Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic;
- 2.1.3     **Cash on delivery:** a financial amount collected by the Carrier, when delivering the Goods according to the Order to the Customer. The Partner shall transfer the entire amount of the collected Cash on delivery to the Mall in compliance with these GBTC;
- 2.1.4     **VAT:** means the value added tax;
- 2.1.5     **Confidential information:** information defined by Art. 11 of these GBTC;
- 2.1.6     **Electronic order management:** together the API, Manual Input and XML feed – within these functions, interfaces and data structures, the status of the Order is changed from the status *blocked* (the status *blocked* means the Order created by the Customer, which is waiting for its payment to be verified) to *open* (the status *open* declares the Order made available for further processing by the Partner, while this status *open* usually follows the status *blocked*) – subsequently, after the Order is classified as *open*, the status of the Order is changed to the status *shipping* (the status *shipping* declares that the Goods are packed by the Partner and ready to be shipped), or the status *cancelled* (the status *cancelled* declares that the Partner is in fact not able to send the Goods to the Customer – in case of this status, the Partner shall also contact the Mall Call Centre that will subsequently inform the Customer) – subsequently, after the Order is classified as *shipping*, the status of the Order is changed to the status *shipped* (the status *shipped* declares that the Goods were handed over by the Partner to the Carrier or the Mall transport), or the status *cancelled* – subsequently, after the Order is classified as *shipped*, the status of the Order is changed to the status *delivered* (the status *delivered* declares that the Goods were delivered to the Customer), or the status *returned* (the status *returned* declares that the Goods were not delivered by the Carrier or the Mall transport to the Customer);
- 2.1.7     **E-shop:** means the internet shop of the Mall available on the website [www.mall.cz](http://www.mall.cz);
- 2.1.8     **Purchase price:** is the price that the Mall shall pay to the Partner for the Goods received by the Customers, and it shall be calculated as the Sale price excluding VAT applicable upon handover of the Order to the Partner, minus the Margin.  
If any of the Goods may be subject to more percentage rates of the Margin according to Annex No. 1 – Pricelist and Margins, the Margin for such Goods shall be determined according to the segment with the highest minimum required commission.  
For the avoidance of doubts, it is agreed that the Sale price reduced by VAT must be always higher than the Purchase price.  
The Purchase price is always mentioned excluding VAT;
- 2.1.9     **Mall:** the business company Internet Mall, a.s., ID No.: 262 04 967, with the registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register of the Municipal Court in Prague, Section B, File 8501, which operates in the field of internet sales of the Goods, and which is a member of MALL Group;
- 2.1.10     **MALL Group:** means the designation of the business group of companies operating in the field of e-commerce and providing of related services directly and/or indirectly controlled by the company Mall Group a.s., ID No.: 085 53 866, with the registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register of the Municipal Court in Prague, Section B, File 24730. Especially the following entities are included in the business group MALL Group: a) Mall, b) Internet Mall Slovakia, s.r.o., ID No.: 35 950 226, with the registered office at Galvániho 6, 821 04 Bratislava, Slovak Republic, c) m-HU Internet Kft., ID No.: 01-09-329752, with the registered office at 1139 Budapest, Váci út 99, Hungary, d) Netretail Sp. z o.o. ID No.: 524 266 60 99, with the registered office at ul. Bierutowaska 57-59, 51-317 Wrocław, Republic of Poland, e) MIMOVRSSTE d.o.o., ID No.: 158 912 10 00, with the registered office at Cesta Ljubljanske brigade 21, 1000 Ljubljana, Republic of Slovenia, f) Internet Mall d.o.o., ID No.: 809 76 802, with the registered office at Ulica kneza Branimira 28, Zagreb, Republic of Croatia;
- 2.1.11     **Mall transport:** means the method of transport of the Goods from the Partner to the Customer through the Mall. The Mall transports the Goods from the Partner to the Customer especially using the business company **IN TIME SPEDICE s.r.o.**, ID No.: 083 13 628, with the registered office at Na Hřebenech II 1718/8, Nusle, 140 00 Prague 4, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 316771 (hereinafter only as the "**IN TIME**"). Price of the Mall transport is set solely by the Mall. Price of the Mall transport is specified in Annex No. 3 – Price of the Mall transport;
- 2.1.12     **Manual Input:** means the technical function for the manual electronic communication between the Parties, when processing the Orders, inserting products and their administration through the Partner portal;
- 2.1.13     **MALL Partner:** for purpose of these GBTC and the Contract, it means sites of the E-shop reserved for the offer of the Goods of the Partner and third parties, who participate here under the similar terms and conditions as the Partner, and related processes, activities and procedures, and Parties' rights and obligations arising from them, which are governed by the Contract;
- 2.1.14     **Margin:** the difference between the Sale price excluding VAT and the Purchase price of which amount is specified in Annex No. 1 – Pricelist and Margins; the Margin may be modified by a mutual agreement in a form of e-mail, which is concluded by the persons authorized to act in the matter of the Margin on behalf of both Contracting Parties;
- 2.1.15     **Place of performance:** the Place of performance determined by the Customer in their Order; it may be the Place of performance outside of Partner's Country of origin;
- 2.1.16     **Order:** order of the Goods that the Mall will make through the Electronic order management to the Partner;

- 2.1.17 **Customers' personal data:** shall have the meaning defined by Art. 12.1 of the GBTC;
- 2.1.18 **CC:** Act No. 89/2012 Coll., the Civil Code, as amended;
- 2.1.19 **Partner:** an entity that trades with the goods intended for retail consumers, and who is interested to sale some goods from its assortment through the Mall under the terms and conditions specified in the Contract and these GBTC;
- 2.1.20 **Partner portal:** means the web user interface available at the address [partners.mallgroup.com](http://partners.mallgroup.com) through which the Partner manages the set of their products offered through the Mall, and which can be also used for the mutual communication; the Mall shall provide the Partner with access data to the Partner portal upon conclusion of the Contract;
- 2.1.21 **Monthly subscription fee:** the Monthly subscription fee according to Annex No. 1 – Pricelist and Margins, for the implementation of offer of the Goods on the sites of the E-shop according to the selected connection method. Unless mentioned otherwise, the Monthly subscription fee shall be paid from the first day of the month following the conclusion of the Contract;
- 2.1.22 **Sale price:** price for which the Goods is sold in the E-shop; Unless defined otherwise, the Sale price is inserted into the E-shop by the Partner according to instructions of the Mall as a person who acts as a seller in relation to the Customer. The Partner shall be entitled to stop sales of the Goods, if they do not agree with the instructions about the Sale price of these Goods. For the avoidance of doubts, it is expressly mentioned that the Sale price includes:
- a) VAT charged according to the valid and applicable laws on the day of sale of the Goods to the Customer;
  - b) all other taxes and fees that must be added to the price of the Goods in retail sales according to the valid and applicable laws.
- For the avoidance of doubts, it is stipulated that the Sale price excluding VAT must be always higher than the Purchase price;
- 2.1.23 **Product category:** means a part of the assortment containing the Goods of the same nature;
- 2.1.24 **Carrier:** means an entity outside the MALL Group business group through which the Goods is delivered to the Customers;
- 2.1.25 **Annex:** means the relevant Annex to the GBTC, unless it is expressly mentioned otherwise;
- 2.1.26 **Self-billing process:** an invoicing process between the Parties in compliance with Section 28 par. 7 of the VAT Act, when the Partner fully authorizes the Mall to issue Partner's tax documents for the Mall on Partner's behalf since the conclusion of the Contract. A tax document within the Self-billing process shall be issued by the Mall always after the end of each Billing period on the basis of the Orders of which delivery to the Customers was confirmed to the Mall by the Partner during the Billing period using the Electronic order management, and for which the Mall has recorded a payment received from the Customer, or for which the Mall will record Partner's claim for transfer of the payment. The Mall hereby accepts this authorization mentioned above;
- 2.1.27 **SLA:** shall have the meaning defined by Art. 18.1 of the GBTC;
- 2.1.28 **Contract:** the Framework Contract on the business cooperation concluded between the Mall and the Partner of which subject matter is the stipulation of basic framework terms and conditions for the mutual business cooperation based on the expansion of assortment of the E-shop by the offer of Partner's Goods through the concluding of individual partial contracts between the Contracting Parties based on which the Partner will be obliged to deliver the Goods to the Mall and the Mall will be allowed to acquire ownership right to these Goods and the Mall will be obliged to accept the delivered Goods and pay for it in compliance with the terms and conditions of the Contract and these GBTC;
- 2.1.29 **Contracting Parties (or just Parties):** the Partner and the Mall;
- 2.1.30 **UAP form:** a form to create a supplier/purchaser; it is used for purposes of the financial department and to set up transactions;
- 2.1.31 **GBTC:** these General Business Terms and Conditions of MALL Group as for the MALL Partner business cooperation, including all their Annexes;
- 2.1.32 **XML feed:** means a set of functions of the interface and data structures for electronic communication between the Parties, when processing the Orders;
- 2.1.33 **Customer:** an end customer of the Mall, i.e. a natural or legal person, who buys the Goods in the E-shop;
- 2.1.34 **VAT Act:** Act No. 235/2004 Coll., on value added tax, as amended;
- 2.1.35 **Consumer Protection Act:** Act No. 634/1992 Coll., on consumer protection, as amended, or other similar regulation that is valid and applicable in the territory of the state, where the Mall has its registered office;
- 2.1.36 **Goods:** Partner's goods that the Partner is entitled and/or obliged to offer within the Mall Partner according to the Contract. One type of Goods may be offered in more options. Offer of the Goods must be approved by the Mall;
- 2.1.37 **Partner's country of origin:** a country, where the Partner has their registered office and/or their main business activities, or a country from which the Partner will be delivering the Goods according to the Contract;
- 2.1.38 **Billing period** means a period for which the Parties retrospectively settle their mutual claims established on the basis of performance from the Contract. Unless agreed otherwise by the Parties, the Billing period lasts 14 (fourteen) calendar days.
- 2.2 References to individual articles and provisions are references to articles and provisions of these GBTC, unless mentioned otherwise.
- 2.3 Headings are mentioned only for clarity and they do not have any significance for the application or interpretation of these GBTC.

### **Article 3 Subject matter of the GBTC**

- 3.1 These GBTC define mutual rights and obligations of the Contracting Parties during their mutual cooperation based on the Contract.
- 3.2 These GBTC are binding for the Contracting Parties since the day of conclusion of the Contract.

### **Article 4 Offer of the Goods**

- 4.1 The Partner hereby states that they are authorized to offer the Goods for further sales in compliance with the applicable laws, and that the Goods do not have any factual nor legal defects, in particular, that there are not any rights of third persons encumbering them, including intellectual and industrial property rights, and there are not any distribution agreements breached by their sales.
- 4.2 The Partner shall keep the Goods in the E-shop updated at their expenses and responsibility, i.e. they shall submit and update the offer of the Goods through the Electronic order management. The Partner shall provide data for the Goods in the scope and structure of their categories and parameters defined in the Electronic order management, including EAN codes of the Goods. Further, the Partner shall keep updated any information about the availability of the Goods in their offer, so they would be able to fulfil their obligations arising from the Contract, i.e. even from the GBTC, among other things.
- 4.3 As of the effectiveness of these GBTC, the Partner is obliged to classify the Goods on the E-shop always into the category according to the logic on the E-shop and according to Appendix No. 1 - Price list and Margins of these GBTC. Mall reserves the right to change the category of goods on the E-shop at any time. The Mall informs the Partner by e-mail about this change at least 14 (in words: fourteen) calendar days in advance. The Partner is obliged to adapt the Goods to the changed product categories on the E-shop until the new categories structure is in effect. If the Partner incorrectly classifies the Goods into the category with a lower Margin, the Partner will have the difference between the incorrect Goods Margin and the correct Goods Margin Goods billed on top, even retroactively. If the Partner incorrectly classifies the Goods into the category with a higher Margin, there will be no difference in billing charged between the Contractual Parties.

- 4.4 The Partner hereby grants to the Mall a non-exclusive licence (or a sublicense) to product information about the Goods and photographs of the Goods for all methods of use, which is for an indefinite period of time with the territorial scope in the Europe. The Partner hereby states that they have settled all copyrights to these materials and that they are authorized to grant this non-exclusive licence (or a sublicense) according to this Article.
- 4.5 The Partner shall pay to the Mall all fees according to Annex No. 1 to these GBTC – Pricelist and Margins, for the placement of the Goods in the E-shop.
- 4.6 Without prior consent of the Mall, the Partner is not entitled to offer in the E-shop any Goods, which the public might perceive inappropriate for sexual, racial, religious, national, political or other reasons, and also, for example, any weapons or narcotics. In case of any doubts, the Partner shall consult placement of such Goods as their offer with the Mall in advance.
- 4.7 The Mall is entitled to remove any Goods from the E-shop at any time and in any scope, without any notification to the Partner.
- 4.8 The Partner shall be responsible for the content of offers of the Goods and for all other content that the Partner places in the E-shop using the Electronic order management, and they undertake that the provided content does not breach and will not breach under any circumstances any applicable laws or contractual arrangements, and that it is and will be under any circumstances in compliance with all the requirements imposed by the applicable laws (including any EU laws) as for the presentation of the Goods for end Customers. In particular, the Partner undertakes to truly and completely inform the Customers about properties of the offered Goods through the content of offers of the Goods, as it is required by the applicable laws, including the laws intended to protect customers. Further, the Partner undertakes to inform the Customers through the E-shop at least in the same scope as they do so in relation to their own customers. The Partner undertakes to compensate the Mall for any damage and costs caused to the Mall due to any breach of Partner's obligation defined in this Art. 4.8 of the GBTC, including any fines imposed on the Mall by public authorities, including related expenses for legal representation spent by the Mall.

#### **Article 5                    Setting the Sale price in a standard regime**

- 5.1 The Sale price of the Goods is inserted in the E-shop by the Partner according to instructions of the Mall as a person who acts as a seller in relation to the Customer. The price policy of both Parties remains strictly separated and independent.
- 5.2 The Partner undertakes that they will cooperate with the Mall in the necessary scope, so the Mall is able to provide the Partner with an instruction to insert the Sale price according to Art. 5.1 of the GBTC, whereas this Sale price must be in the amount that is competitive in the market at a given time and place. For purposes of the Contract, i.e. even for purposes of the GBTC, among others, the competitive Sales price means that it is equal – or even lower – to the price of the Goods offered by the Partner to their own customers.
- 5.3 When inserting the Sale price and the recommended retail price according to Art. 5.1 of the GBTC, the Partner shall check that:
  - 5.3.1 the Sale price is in compliance with the conditions according to Art. **Chyba! Nenalezen zdroj odkazů.** of the GBTC,
  - 5.3.2 these prices were during a marketing campaign of the Mall in relation to the Customer at the same or lower level than the lowest Sale price and the lowest recommended retail price that was mentioned for the Goods in the E-shop during 30 (thirty) calendar days before this marketing campaign; and
  - 5.3.3 these prices are not deceiving for the Customer, i.e., in particular, that the Sale price and/or the recommended retail price for the Customer are not able to create a misconception about the amount of the discount during a marketing campaign of the Mall.
- 5.4 Based on an agreement of the Parties that may be concluded even via e-mail, the Partner shall participate in marketing campaigns of the Mall. The Mall shall inform the Partner about any planned marketing campaigns sufficiently in advance. Afterwards, the Partner shall insert the Sale price in the E-shop, as agreed with the Mall, in compliance with rules of the given marketing campaign. If the marketing campaign of the Mall does not require any cooperation of the Partner beyond the ordinary cooperation according to the Contract, then the Mall may include the Goods into their marketing campaign even without any agreement with or prior notification to the Partner.
- 5.5 The Partner acknowledges that the Customer is entitled to use discount coupons or gift vouchers for individual Orders. Rights and obligations, including the billing of expenses in connection with use of such discount coupon or gift voucher by the Customer, shall be subject of a separate agreement of the Parties that may be concluded even via e-mail.
- 5.6 The Partner bears the responsibility that the price is inserted correctly in the E-shop, in particular, that the applicable VAT rate is inserted correctly. In particular, the Partner bears the responsibility that the Customer will always receive the Goods for the price for which the Customer has ordered the Goods in the E-shop.

#### **Article 6                    Order processing**

- 6.1 The Parties agreed that:
  - 6.1.1 individual partial contracts for sale will be concluded in a form of the Orders that the Mall will provide to the Partner through the Electronic order management;
  - 6.1.2 every individual contract for sale is considered to be concluded (and the Mall will acquire the ownership right to the Goods) upon the takeover of the Goods by the Customer specified in the Order;
  - 6.1.3 an Order is cancelled without further ado, if the Goods are not delivered to the Customer on time and the Customer cancels this order for the Goods due to this reason (they withdraw from the contract for sale of the Goods concluded with the Mall), or if the Customer refuses to accept the delivered Goods, or if the Customer does not collect the Goods.
- 6.2 One Order may contain more types of the Goods, and there can be ordered one or more pieces of each type. The Mall orders the Goods for the Purchase price.
- 6.3 The Partner shall confirm the readiness of the Goods for sending or cancel the Order via the Electronic Administration of Orders within the period specified in Appendix No. 2 – SLA, provided that the specified time periods run only on working days.
- 6.4 If the Partner does not comply with the expedition deadline specified in Article 6.3 of the GBTC for all the goods, which was specified in the Order, the Partner is obliged to refuse the Order.
- 6.5 If the Partner fails to meet the deadline specified in Art. 6.3 of the GBTC then this situation is considered to be Partner's refusal of the Order. The first sentence of this article shall not apply if the Partner confirms the dispatch of the Goods specified in the Order within a reasonable time after the expiration of the period and the Mall does not expressly state that it does not agree with this.
- 6.6 After the Goods are taken over by the Carrier, the Partner shall immediately provide the Mall with an electronic web link (the so-called tracking URL) to monitor the progress of delivering of the Goods to the Customer on Carrier's website, which shall be done through the Electronic order management.
- 6.7 Without undue delay after they receive this information from the Carrier, but no later than within the period specified in Annex No. 2 – SLA, the Partner shall inform the Mall through the Electronic order management that the Goods were delivered by the Carrier and accepted by the Customer, or not. If the Partner does not inform the Mall within the mentioned periods, then it means that the Goods were duly delivered and the Mall becomes entitled to the Margin or other agreed monetary performances.

- 6.8 During the term of the Contract, the Partner shall continuously communicate with the Mall about the Order processing and ensure their problem-free connection to the Electronic order management during the entire term of the Contract, not only for this purpose.

#### **Article 7 Method and price of transport of the Goods**

- 7.1 Unless the Partner determines differently for individual Goods, then the transport of the Goods to the Customer is ensured by the Mall using the Mall transport.
- 7.2 If the transport of the Goods is ensured by the Mall using the Mall transport, then the Partner entirely accepts the business terms and conditions of the company IN TIME which are available on the website: <https://intime.cz/produkty>.
- 7.3 When the transport of the Goods is ensured by the Mall using the Mall transport, the Partner shall perform not only their rights and obligations according to the GBTC duly and on time, but also all the obligations according to the business terms and conditions mentioned in Art. 7.2 of the GBTC. In case of the Mall transport, the Partner shall, in particular, submit the Goods duly and on time for the Mall transport in compliance with instructions of the Mall and the company IN TIME, and if the Goods are not delivered to the Customer, or they are refused or not collected by the Customer, the Partner shall take the Goods back in compliance with instructions of the Mall and the company IN TIME.
- 7.4 Costs of the transport of the Goods by the Mall through the Mall transport are paid by the Mall. However, costs of the transport of the Goods by the Mall through the Mall transport are paid by the Partner, if the Goods according to the Order are not duly delivered to the Customer, the Customer does not accept the Goods, or if they do not collect the Goods. Transport costs in case of such non-delivery, non-acceptance or non-collection of the Goods through the Mall transport are mentioned in the Annex to these GBTC, i.e. in Annex No. 3 – Price of the Mall transport.
- 7.5 If the Goods are transported to the Customer using the Mall transport, the Partner is entitled to set a discounted transport price of the Goods for the Customer. In the case of such transport, the Mall is entitled to charge the Partner with the costs connected with this discounted transport price through the Mall transport, including, in particular, any costs of the transport itself, verification of age, cash on delivery etc.
- 7.6 Risk of damage to the Goods is transferred to the Mall together with the transfer of the ownership right to the Goods, unless the Goods are transported by the Mall using the Mall transport. If the Goods are transported by the Mall using the Mall transport, then the risk of damage to the Goods is transferred to the Mall upon the handover of the Goods by the Partner to the Mall for the Mall transport.
- 7.7 The Partner undertakes to handover the Goods to the Mall for the Mall transport, i.e. to the company IN TIME or another company ensuring the Mall transport, or during any transport of the Goods by the Carrier, in such packaging that will ensure delivery of the Goods to the Customer in perfect, i.e. especially complete and intact condition according to the Order.
- 7.8 In case of any defect of the transport ensured by the Mall through the Mall transport, the Partner shall notify the Mall about this defect via e-mail using the e-mail address [operations@mallgroup.com](mailto:operations@mallgroup.com).
- 7.9 Any transport of the Goods that is not ensured by the Mall shall be ensured by the Partner according to the Order. Terms and conditions of such transport that is not ensured by the Mall shall be defined by a transport contract concluded between the Partner and the Carrier. Costs of the transport by the Carrier are paid by the Partner, including any costs of the transport of the not-delivered, not-accepted or not-collected Goods back to the Partner. Costs of the transport by the Carrier are in compliance with this Article of the GBTC charged to the Customer under the terms and conditions and in the amount specified in the E-shop.
- 7.10 The Partner shall insert the price of the transport of the Goods by the Carrier for one Order through the Electronic order management according to instructions of the Mall as a person who acts as a seller in relation to the Customer. The Partner is entitled to stop sales of the Goods, if they do not agree with the instructions about the price of the transport of the Goods. Afterwards, the Mall will charge the Customers with this price until the Partner changes the price. However, such change cannot affect any already submitted Orders.
- 7.11 The Partner is entitled to set the price for the transport by the Carrier individually for individual types of the Goods.
- 7.12 During any transport of the Goods by the Carrier, the Partner is responsible to the Mall that all applicable laws regarding the transport of things are complied with and that the Goods are delivered to the Customer duly and on time. During any transport of the Goods by the Carrier, the Partner shall ensure that the Goods are delivered to the Customer, who is entitled to accept the Goods, in particular, if the Goods may be sold only to a specific group of persons (e.g. persons older than 18 years).
- 7.13 When determining the price of the transport of the Goods by the Carrier, the Partner shall respect the limits of the minimum price of the Order for the free transport set by the Mall. The Partner is entitled to set a minimum total price of the Order in excess of which the Goods are delivered to the Customer for free. In the cases, when the price of the Order exceeds the minimum price of the Order set for the free transport, the Mall shall not charge the Customer with the price of the transport and the total costs of the transport by the Carrier are paid by the Partner.
- 7.14 When determining the price of the transport and any fee for the Cash on delivery during the transport by the Carrier, the Partner shall act in compliance with the applicable laws of the Czech Republic and the destination country of delivery.
- 7.15 If the Customer pays the Sale price of the Goods as the Cash on delivery upon receipt, the Partner shall ensure through the Carrier a debiting of the payment to their account. Subsequently, these payments shall be settled within the regular Billing period by the settlement of receivables as a set-off of obligations of the Mall and the Partner for the given period, and any possible surplus shall be sent within 14 (fourteen) calendar days to the account of the Mall mentioned in the UAP form.

#### **Article 8 Warranty, complaints and return of the Goods**

- 8.1 The Partner provides the Mall with a quality warranty for all the Goods, which is transferred to the Mall on the basis of a contract for sale concluded pursuant to the Contract, with the duration of at least 24 (twenty-four) months. In case of foodstuffs and beverages, this quality warranty is limited by the expiration period, however, on the day of acquisition of the ownership right to any foodstuffs and beverages by the Mall, at least 2/3 (two thirds) of this expiration period must remain. The quality warranty begins on the day following the day, when the Mall acquired the ownership right to the Goods.
- 8.2 In case of any Customer's complaint about the Goods submitted to the Mall, the Mall shall leave the entire complaint to be handled by the Partner, who shall handle the complaint on behalf of the Mall to which they are authorized by the Mall since the moment, when the Partner agrees with these GBTC, and the Partner hereby accepts this authorization.
- 8.3 The Goods may be handed over to the Partner for complaint in the following ways:
- 8.3.1 the Customer sends the Goods which is subject of their complaint directly to the Partner; or
- 8.3.2 the Customer raises their complaint about the Goods in person at any collection point of the Mall, or they send the Goods which is subject of their complaint to the address of the Mall Complaints Department.
- 8.3.3 The Partner picks up the Goods from the Customer himself at the request of the Mall or the Customer.
- 8.4 If the Customers raises a complaint about the Goods as it is described in Art. 8.3.1 of the GBTC, the Partner shall settle the complaint directly with the Customer. The Partner shall settle every such complaint in the way and within the periods defined by the applicable laws, as if such complaint would have been submitted by their own customer. The Partner shall inform the Mall about any receipt, progress and settlement of each Customer's complaint within 1 (one) working day since its receipt, relevant action within the complaint or settlement of the complaint via e-mail: [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz), and they shall deliver to the Mall using this e-mail or otherwise, if the e-mail form is not objectively possible, all information and documents connected with each Customer's complaint.

- 8.5 If the Customers raises a complaint about the Goods as it is described in Art. 8.3.2 of the GBTC and the Partner does not have his own goods pick-up service agreed with the Distribution Center, the Mall will send the claimed Goods directly to the Partner's registered office. If the Partner has his own goods pick-up service agreed with the Distribution Center, the Mall will inform the Partner via e-mail [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz) that the Goods have been claimed and are ready for pick-up. After Partner receives this information from Mall that the complaint was received, the Partner shall collect such Goods in the Distribution centre or elsewhere, where the Customer hands over the Goods for complaint, no later than within 2 (two) working days since receipt of the information about the complaint from the Mall. If the Goods, which is subject of the complaint, are not collected by the Partner, the Mall shall send them to Partner's registered office. The Partner shall settle the complaint and send the Goods back to the Mall in such a way that the Partner handles the complaint comprehensively, including submission of the result of this complaint to the Mall, always within 14 (fourteen) calendar days since receipt of the information about the complaint from the Mall.
- 8.6 If the Customers raises a complaint about the Goods as it is described in Art. 8.3.3 of the GBTC, the Partner is obliged to inform the Mall about the date of collection of the claimed Goods and the pick-up of the goods, which is without any Customer's exclusive wishes, cannot be performed later than 48 (forty-eight) hours from the moment of the Mall handover to Partner. The Partner is also obliged to proceed in accordance with Article 8.4 of the GBTC.
- 8.7 Price of the transport of each Goods from the Mall to the Partner within the complaint process and the process of withdrawal from the purchase contract within the statutory period is 30 CZK (thirty Czech crowns) excl. VAT in the Czech Republic, 100 CZK (one hundred Czech crowns) excl. VAT to Slovakia, 200 CZK (two hundred Czech crowns) excl. VAT to other Countries, and it is paid by the Partner.
- 8.8 For the avoidance of doubts, the Contracting Parties agree that the Mall has the same rights arising from defects of the Goods against the Partner as the Customer has against the Mall. If there is any Customer's complaint submitted to the Mall, then the complaint about the Goods is submitted by the Mall to the Partner, whereas the Partner shall deal with this complaint. If the Customer exercises their rights against the Mall within their complaint, the Mall is exercising the same rights within the complaint against the Partner. If any complaint is settled by Customer's withdrawal from the contract, the Mall is withdrawing from the contract for sale of the Goods concluded with the Partner, and the Partner shall refund the Purchase price to the Mall.
- 8.9 The Mall is not entitled to transfer to the Partner any rights or obligations, if the Mall allows the Customer as a consumer to withdraw from the contract for sale of the Goods in connection with which the Customer as a consumer does not have the statutory right to withdraw from the contract pursuant to Section 1837 of the CC.
- 8.10 If the Sale price of the Goods, which are subject of any complaint of the Mall, is under 500 CZK (five hundred Czech crowns) incl. VAT, then the Partner shall issue a credit note for the full Purchase price of these particular Goods for the Mall without undue delay, however, no later than within 2 (two) working days from reporting of the complaint by the Mall.
- 8.11 If subsequently any authority discovers a breach of any obligation when dealing with any complaint, then the Partner shall compensate the Mall for any damage caused to them in connection with such breach of Partner's obligation when dealing with any complaint. If Customer's complaint is not satisfied and they refer their case to a court and the court upholds the legal action, then the Partner shall compensate the Mall for all damage and costs which incur in connection with such dispute, and they shall do so within 10 (ten) calendar days from delivery of a written request to the Partner, which must contain a statement of these costs.
- 8.12 The Parties expressly agreed that the Mall is entitled to return to the Partner any Goods, of which owner the Mall becomes on the basis of the business cooperation with the Partner, within 35 (thirty-five) calendar days since their receipt by the Customer, and the Partner shall issue a credit note for such Goods for the Mall in compliance with Art. 9.16 of the GBTC. The Partner agrees with a possible short-term prolongation of the mentioned period for purposes of special marketing campaigns of the Mall within which the Mall prolongs in favour of the Customers the statutory period for withdrawal from a contract for sale of the Goods between the Mall and the Customer without stating a reason.
- 8.13 If any Customer's complaint about the Goods is assessed by the Mall as justified, the Partner shall bear all costs connected with such complaint. Also, the Partner shall bear all costs connected with the justified return of the Goods by the Customer, e.g. in case of the justified return of the Goods by the Customer within the statutory period.
- 8.14 Provisions of this Article of the GBTC shall be applied also on any Goods from sales and Goods replaced due to a defect, unless mentioned otherwise.

#### **Article 9 Mutual financial performances**

- 9.1 Any invoicing between the Contracting Parties is carried out according to the Self-billing process. If the invoicing between the Contracting Parties is not carried out according to the Self-billing process, then the Mall is entitled to charge the Partner with the administrative fee according to Annex No. 1 to these GBTC – Pricelist and Margins for every individual case, when the invoicing is not carried out according to the Self-billing process, based on a request and within the period mentioned in this request, otherwise within 14 (fourteen) calendar days. In case of any invoicing outside the Self-billing process, the procedure of the Self-billing process shall be applied proportionately. The Mall is not entitled to charge the Partner with the fee according to Annex No. 1 to these GBTC – Pricelist and Margins, if the Self-billing process is not permissible in Partner's country of origin according to its laws.
- 9.2 Based on the Orders recorded in compliance with Art. 6.7 of the GBTC, the Mall shall issue a summary tax document of the Partner for the Mall on behalf of the Partner within the so-called Self-billing process and in compliance with the applicable provisions of the VAT Act, based on which the Partner requires the payment of the summary Purchase price of the Goods from the Mall within all successfully and validly processed Orders during the relevant Billing period, minus the Margin. The tax document issued in compliance with this Art. 9.2 of the GBTC is due after the expiration of 14 (fourteen) calendar days from delivery of the tax document to the Partner.
- 9.3 The Partner undertakes to provide the Mall duly and on time with all the data necessary to issue individual tax documents by the Mall within the Self-billing process. This providing of the data must be carried out in compliance with the GBTC and the Contract, i.e. all the data must be duly inserted and recorded in the Electronic order management or in the Partner portal.
- 9.4 The Mall shall send issued tax documents to the Partner as a summary within the frequency according to the Billing period, and they will be i) stored in the Partner portal through which the Partner manages the set of the Goods offered in the E-shop (data stored in the Partner portal are available for the Partner through the Electronic order management), and also ii) sent in the unchangeable .pdf format to the Partner via e-mail from the e-mail address of the Mall to the e-mail address specified by the Partner. The Contracting Parties hereby state that in case of any discrepancy between a tax document stored in the Partner portal and a tax document sent to the Partner via e-mail, the tax document stored in the Partner portal takes precedence.
- 9.5 The Partner undertakes to accept all tax documents issued by the Mall on Partner's behalf in compliance with Art. 9.1 of these GBTC. Possible inconsistencies shall be subsequently settled according to Art. 9.10 of the GBTC.
- 9.6 The Partner agrees that the Mall will be issuing tax documents based on the Contract in an electronic form. Tax documents issued in an electronic form must meet the technical requirements of the valid and applicable VAT laws, in particular, the unmistakability of the tax document and the impossibility to edit or modify it in any way after its issuance must be ensured.
- 9.7 The Mall undertakes to issue tax documents based on the Contract in compliance with the relevant provisions of the valid and applicable laws regarding VAT and excise tax (if it is relevant). Therefore, tax documents issued by the Mall within the Self-billing process must contain all the prerequisites of a tax document that are defined by the VAT Act. In compliance with the valid and applicable VAT laws, a tax document should, among other things, contain information that it was issued by the Mall, i.e. the purchaser for whom the performance is carried out and who is authorized to issue the tax document.
- 9.8 The Contracting Parties undertake that only the tax document issued by the Mall on Partner's behalf within the Self-billing process shall be considered a single and valid tax document within the Self-billing process between the Parties. Further, the Contracting Parties undertake

- that individual data reported in connection with tax documents in their VAT control statements will be the same as the data in the tax document issued by the Mall.
- 9.9 The Mall is entitled to assign an internal reference number to individual tax documents. The Mall is not obliged to mention in a document another reference number that is different from the reference number assigned to the document by the Mall.
- 9.10 The Mall undertakes that they will remedy any possible discrepancies of the relevant tax document by the issuance of a new tax document within 10 (ten) working days since the date, when they were informed about such discrepancies, unless the Contracting Parties agreed otherwise. Provisions of this Article shall be applied proportionately even on the issuance of such corrective tax document.
- 9.11 The Mall undertakes that they will not issue other documents on Partner's behalf than the tax documents issued in compliance with this Article 9 of the GBTC. The Partner undertakes that they will not issue any individual tax documents in the sense of this Article 9 of the GBTC for the Mall within the implementation of the Self-billing process between the Parties.
- 9.12 The Mall is entitled to authorize a third party to issue the tax documents issued within the Self-billing process according to the GBTC and the Contract.
- 9.13 The Parties agreed that Partner's receivables owed to them by the Mall and receivables of the Mall owed to them by the Partner shall be automatically set off at the moment of their mutual maturity, except for receivables of the Mall owed to them by the Partner arising from unpaid Cash on delivery, which shall be set off regardless of their maturity, and the Contracting Parties expressly agree with that to the extent of their mutual encounter. Based on Parties' agreement, older receivables shall be set off against each other on the principle of priority over newer receivables. The Mall shall notify the Partner about such set-off through the Partner portal in the section "Notification about the unilateral set-off of receivables and obligations."
- 9.14 Any balance of receivables which were not subject to the set-off according to Art. 9.13 of the GBTC, shall be paid by the relevant debtor to the other party by a wire transfer within 14 (fourteen) working days from the end of the Billing period. If these balances are paid before this deadline, then the Parties state that they will not claim any late payment interests arising from these paid balances of receivables.
- 9.15 The Contracting Parties shall ensure the necessary communication equipment at their own expense and responsibility and they shall keep it functional during the entire duration of the Contract.
- 9.16 In relation to Customers' complaints, the contractual parties agreed that
- 9.16.1 if the Partner does not settle a complaint within the statutory deadline, or if they discover prior to its expiration that they are not able to remedy a warranty defect of the Goods nor to replace the Goods for the Customer, and the Customer withdraws from the Contract with the Mall for this reason, whereas the Mall subsequently withdraws from the partial contract for sale with the Partner; or
- 9.16.2 if the Mall returns the Goods to the Partner according to Art. 8.12 of the GBTC;
- then the Partner shall issue to the Mall a credit note for the Purchase price of such Goods and for possible other receivables charged by the Mall according to Annex No. 2 - SLA within the deadline specified in Annex No. 2 – SLA. Because the Mall is authorized to issue all tax documents within the mutual supplies, the credit note (the corrective tax document) will be issued also by the Mall, regardless of the fact, whether the Parties bill within the Self-billing process, or not.
- 9.17 The Parties expressly agreed that the Mall is also entitled to set off any receivables arising from the credit notes pursuant to Art. 9.16 of the GBTC against their obligations owed to the Partner arising from Partner's invoicing according to Art. 9.1 of the GBTC or others.

#### **Article 10 Rights to the intellectual property of MALL Partner**

- 10.1 All information about processes of MALL Partner, including functional and technical specifications of individual interfaces and data files used for the electronic communication between the Parties are intellectual property of the Mall, which the Partner is not entitled to use for themselves or a third party, or otherwise make accessible for a third party without prior written consent of the Mall.
- 10.2 The Mall hereby states that functions of any technical interfaces and data files, which the Partner will be using, are their intellectual property and do not infringe any rights of third parties to their intellectual property.

#### **Article 11 Protection of Confidential information**

- 11.1 Confidential means such information which creates competitively significant, determinable, appreciable and in the relevant business circles commonly unavailable facts that are connected with the enterprise and protected by their owner in their own interest and in the appropriate manner, including, but not limited to the following information:
- 11.1.1 work, management, operational and other procedures, methodologies and processes;
- 11.1.2 technological solutions, their architecture, security and protection;
- 11.1.3 business and price policy;
- 11.1.4 business and marketing plans;
- 11.1.5 future intents and strategies;
- 11.1.6 the Contract and its Annexes;
- 11.1.7 the GBTC and their Annexes.
- 11.2 For the need of the arrangement included in this Art. 11 of the GBTC, the Party owning the Confidential information will be marked as the Provider, and the Party, to whom the Confidential information will be made accessible, as the Recipient.
- 11.3 Regardless of the provisions mentioned in Art. 11.1 of these GBTC, the following information is not considered to be confidential:
- 11.3.1 it will be publicly known or available at the time of conclusion of the Contract;
- 11.3.2 it will become publicly known in the future, but not by Recipient's fault;
- 11.3.3 the Recipient will have it before its provision and they will be able to prove it;
- 11.3.4 the Recipient will receive it on the basis of their own independent activity from a third party and they will be able to prove it.
- 11.4 The Recipient may ask the Provider to provide them or make accessible for them some of their Confidential information in the scope necessary to perform the obligations according to the Contract, and the Provider undertakes to make it accessible or provide it in such case.
- 11.5 The Recipient undertakes to use all the available care to protect the Confidential information, at least in the scope which they use to protect their own Confidential information.
- 11.6 Either Party may provide some of the Confidential information to third parties in the necessary scope only in the case:
- 11.6.1 if they have Provider's written and prior consent to do so;
- 11.6.2 if they bind the third party to protect the Confidential information at least in the same scope as they are obliged themselves, and they prove this to the Provider.
- 11.7 The Recipient shall use the Confidential information solely for the purposes for which it was provided, and they shall not use it to the detriment of the Provider in their favour or in favour of a third party.

- 11.8 The Recipient shall make the Confidential information accessible only to their employees and other persons, who are working for them outside an employment relationship, and for whom it is necessary to perform their contractual obligations according to the Contract.
- 11.9 The Parties acknowledge that the Recipient may be obliged to provide the Confidential information to a public authority or a court on the basis of a legally binding request or in cases when they are directly imposed to do so by the law. However, in this case, the Recipient shall inform the Provider about such requirement in writing before the Confidential information is provided to such public authority or court, and if they are prevented to do so by objective circumstances, they shall inform the Provider as soon as circumstances permit.
- 11.10 All Confidential information remains Provider's property and the Recipient shall immediately return all physical carriers containing the Confidential information to the Provider, or destroy them, and they shall delete the Confidential information stored in an electronic form, if they are requested in writing, and they shall prove it to the Provider.
- 11.11 If the Recipient breaches their obligations related to the protection of Provider's Confidential information, then they shall together with the sanction agreed in Art. 13.2 of these GBTC:
  - 11.11.1 fully compensate the Provider for any damage, including the costs associated with averting this damage;
  - 11.11.2 give any unjust enrichment to the Provider;
 established in connection with such breach of contractual or statutory obligations.

## **Article 12      Transfer of personal data**

- 12.1 In connection with the Orders from the Mall, the Mall provides the Partner with Customers' identification and contact data, in particular, their first name, surname, address, phone number and e-mail address (hereinafter only as "**Customers' Personal data**").
- 12.2 The Partner is entitled to process Customers' Personal data as a data controller for the purpose of deliveries of the Goods, arrangement of their transport, fulfilment of legal obligations, statistics and overviews, internal control and records, and also protection of their legal claims.
- 12.3 The Mall undertakes to provide Customers' Personal data to the Partner through the Electronic order management.
- 12.4 The Partner uses suitable technical and organizational measures to protect the transferred Customers' Personal data from accidental or unauthorized destruction or accidental loss, alterations, unauthorized disclosure or access. For example, the Partner shall ensure that:
  - 12.4.1 all processed data containing Customers' Personal data will be processed and handled only by the appointed and authorized employees of the Partner;
  - 12.4.2 Customers' Personal data will be handled only in the defined and secured space, so the stored Customers' Personal data cannot be misused by an unauthorized person;
  - 12.4.3 they will keep records and documentation about all cases when the protection or security of the processed data was breached;
  - 12.4.4 they will create individual user permissions;
  - 12.4.5 they will keep records of access rights through the so-called logs (records allowing to verify who and when has processed Customers' Personal data);
  - 12.4.6 they will organize regular trainings of the appointed persons;
  - 12.4.7 there will be implemented measures leading to the prevention of any unauthorized reading, creating, copying, transfer, alteration or deletion of records containing Customers' Personal data;
  - 12.4.8 they will implement the level of pseudonymisation and encrypting of Customers' Personal data that is appropriate in the given field;
  - 12.4.9 there will be implemented measures to restore the availability of Customers' Personal data and the corresponding access to them in case of any physical or technical incidents;
  - 12.4.10 there will be ensured the procedures of regular testing, reviewing and assessing of effectivity of the implemented technical and organizational measures to ensure the security of processing;
  - 12.4.11 they will keep records about the processing activities for which they are responsible, and they will also document all adopted measures.
 The Partner shall bind all other processors, which they will engage in the processing of Customers' Personal data, by the standards of technical and organizational measures mentioned above.
- 12.5 The Partner is entitled to make Customers' Personal data accessible for third parties that are ensuring the transport, collection, handling, deliveries or handling with the Goods for the Partner in order to transport the Goods to the Customer. The Partner shall bind these third persons by at least the same obligations to protect Customers' Personal data as are imposed by these GBTC on the Partner.

## **Article 13      Sanctions and compensation of damage**

- 13.1 If the Partner breaches any of their obligations according to Article 5 of the GBTC, then the Mall is entitled to charge the Partner with a contractual penalty in the amount of 25,000 CZK (twenty-five thousand Czech crowns) for every individual breach.
- 13.2 If the Partner breaches their obligation to protect the Confidential information, as specified in Art. 11 of the GBTC, then the Mall is entitled to charge the Partner with a contractual penalty in the amount of 100,000 CZK (one hundred thousand Czech crowns) for every individual breach.
- 13.3 If the Partner breaches or fails to fulfil their obligations, or if they exceeds the limits of their authority during the processing and protection of Customers' Personal data according to Art. 12.2, 12.4 and 12.5 of the GBTC, then the Mall is entitled to charge the Partner with a contractual penalty in the amount of 100,000 CZK (one hundred thousand Czech crowns) for every individual breach.
- 13.4 If the Partner breaches or fails to fulfil their obligations according to Art. 7.3 of the GBTC, then the Mall is entitled to charge the Partner with a contractual penalty in the amount of 1,500 CZK (one thousand five hundred Czech crowns) for every individual breach.
- 13.5 If the Partner is in default with any monetary performance according to this Contract, then the Mall is entitled to charge the Partner with a contractual penalty in the amount of 0.05 % of the amount with which the Partner is in default for each commenced day of the default.
- 13.6 Contractual penalties are due on the basis of a written request of the entitled Contracting Party sent to the other Contracting Party within the period specified in the request, otherwise within 14 (fourteen) calendar days.
- 13.7 Payments of contractual penalties shall not affect the right of the entitled Party for the compensation of damage in the amount exceeding the paid contractual penalty.
- 13.8 The Contracting Parties shall compensate to each other any damage cause by a breach of their obligations according to the Contract and the GBTC, or by the falsity of their statements.
- 13.9 During the performance of the Contract and the GBTC, the Partner undertakes to act as to not cause any damage or other harm to the Mall by Partner's actions, including, in particular, any damage to the goodwill and reputation of the Mall in relation to the Customers and other third parties. The Partner shall indemnify the Mall in case of any claims of third parties, including public authorities, established in connection with a breach of the Contract or the generally applicable laws regarding the Goods and their sale, in particular, if the Goods will not meet the requirements imposed by the laws binding for the Goods in the given country, or if sales of the Goods will breach any rights of third parties, in particular, due to a breach of the regulations related to the rights to patents, industrial designs, trademarks, regulations

related to the unfair competition, copyrights, general technical standards and consumer protection regulations and regulations for the protection of life and health of third persons.

- 13.10 The Partner shall compensate the Mall for any damage caused by their breach of any obligation arising from the Contract and the GBTC and for all damage caused during the fulfilment of the purpose of the Contract, including any non-pecuniary damage, including any indirect damage (e.g. loss of market, earnings, interrupted operation etc.), lost profit and damage to reputation of the Mall, if it was established in direct connection with any failure to meet Partner's obligations imposed by the laws, the Contract and/or these GBTC, or its Annex. At the same time, the Partner shall pay any costs caused to the Mall in connection with the enforcement of Partner's outstanding obligations.
- 13.11 If there is any damage caused to the Mall, e.g. by an imposed fine or other sanction by an administrative or other authority, whereas the damage will be affected by several entities who are responsible for the breach of a legal obligation, then the Mall is entitled to decide in what proportion it will distribute the damage between the Partner and other entities.

#### **Article 14 Promotion of the Goods**

- 14.1 The Partner agrees that the Mall may promote the Goods in the usual way for the Mall, in particular, through newsletters sent to the Customers, advertising banners and other media presentations at discretion of the Mall. This provision does not create any obligation of the Mall to promote the Goods. Details about the promotion of the Goods may be subject to a separate agreement between the Parties.
- 14.2 If the Partner provides the Mall with any promotion materials together with the Goods, then they state, regardless of their nature, that they have settled all copyrights to these materials and that they are authorized to provide them to the Mall, so the Mall will use them for the purpose of the promotion of sales of the Goods, promotion of their brand and cooperation of the Parties.
- 14.3 By signing of the Contract, the Partner grants to the Mall an authorization to use their trade name and logo in connection with any promotion of the cooperation of the Parties and the sold Goods, which may be used in the E-shop in the relevant sections, and also in marketing and promotion materials.
- 14.4 The Partner undertakes to place a logo or text with an interactive link to their offer of the Goods defined by the Mall in the E-shop, as instructed by the Mall.
- 14.5 With regard to the promotion of the Goods, the Partner undertakes to come, in particular, with titles of products, benefits and support for inclusion in marketing campaigns of the Mall mentioned above, which must be in advance according to the planned seasonal or other similarly focused activities. The Mall shall provide the Partner with a necessary cooperation, in particular, with information about the planned seasonal marketing activities.

#### **Article 15 Duration and termination of the Contract**

- 15.1 The Contract becomes valid and comes into force on the day of its signing by both Contracting Parties, and it is concluded for an indefinite period of time.
- 15.2 Either Contracting Party may terminate the Contract by a written notice of termination delivered to the other Contracting Party. The notice period is 1 (one) month and it begins on the first calendar day of the calendar month following the calendar month, when the notice of termination was delivered to the other Contracting Party.
- 15.3 The Partner may terminate the Contract in connection with a change of the GBTC according to Art. 20.2 of the GBTC.
- 15.4 Either Contracting Party is entitled to withdraw from the Contract with immediate effect, if the other Contracting Party:
- 15.4.1 breaches their contractual obligations and does not remedy the situation within 15 (fifteen) calendar days after they were notified about the breach of their obligation in writing;
- 15.4.2 repeatedly breaches their contractual obligation about which they were notified in writing at least once before.
- 15.5 Further, the Mall is entitled to withdraw from the Contract with immediate effect, if:
- 15.5.1 during any 3 (three) consecutive months, the Partner refuses more Orders than it is mentioned in Annex No. 2 to these GBTC – SLA;
- 15.5.2 the number of warranty defects of the Goods, which are subject of complaints, exceeds the limit mentioned in Annex No. 2 to these GBTC – SLA;
- 15.5.3 the Partner breaches the provisions mentioned in Article 10 of the GBTC;
- 15.5.4 the Partner repeatedly (at least twice per reviewed period) exceeds any limit or timing mentioned in Annex No. 2 – SLA;
- 15.6 In compliance with Section 2004 par. 3 of the CC, the Contracting Parties expressly agree that any withdrawal from the Contract has effects in the future.
- 15.7 Apart from the terms and conditions mentioned in the Contract and the GBTC, it is applied that:
- 15.7.1 after termination of the Contract, the Partner shall fulfil their obligations about the Goods accepted by the Customer before the termination of the Contract as they are defined by Article 8 of the GBTC;
- 15.7.2 even after termination of the Contract, provisions on the protection of the Confidential information, protection of Customers' Personal data and on the rights to intellectual property remain valid, whereas:
- a) provisions on the protection of the Confidential information remain valid for 2 (two) years after termination of the Contract;
- b) provisions on the protection of Customers' Personal data and on the rights to intellectual property have unlimited force.
- 15.7.3 by termination of the Contract, claims of the Parties based on interests, sanctions and compensation of damage are not terminated, and also any claims of the Mall according to Art. 14.3 of the GBTC established prior to its termination. If the Contract is terminated by the Mall in any way, by a notice of termination or withdrawal, then the Partner is not entitled to any further performance or other compensation beyond the owed amounts for the sales implemented before the termination of the Contract.
- 15.8 Orders submitted before any termination of the Contract, which the Partner did not complete before the termination of the Contract, must be fulfilled by the Partner in compliance with the Contract and these GBTC.
- 15.9 Every notice of termination and withdrawal from the Contract must be in writing.

#### **Article 16 Communication of the Parties and deliveries**

- 16.1 All official notifications in connection with the Contract shall be submitted between the Parties in a written or electronic (through the Electronic order management, Partner portal, e-mail to the email addresses mentioned in the Contract) form.
- 16.2 Every document sent in writing is considered delivered to its recipient no later than on 3<sup>rd</sup> (third) working day from the day of handover of a recorded delivery letter to the postal service provider. Documents sent electronically are considered delivered upon sending, unless it is proven otherwise.
- 16.3 The Parties undertake to inform the other Party about any change of their delivery address before the address is changed. The Parties acknowledge that a breach of this obligations may have the consequences according to Art. 16.2 of the GBTC.
- 16.4 Work communication connected with performance of the Contract shall be carried out using electronic mail and individual messages shall be sent to the addresses of electronic mail mentioned in the Contract or the Partner portal according to the related field of cooperation.



#### **Article 17 Protection of electronic equipment and the E-shop**

- 17.1 The Partner undertakes to act as to prevent any interfering with operation of the E-shop to not limit its functions and to not cause its slowing down and therefore limiting sales of the Goods through these sites. If the Mall will have only a suspicion that there is or may be any threat for the E-shop or other electronic systems or websites of the Mall in connection with use of the Electronic order management or the authorization key for their use granted to the Partner, then the Mall is entitled to restrict or prevent further use of the Electronic order management and the authorization key by the Partner. In this case, the Mall shall notify the Partner about such restriction without undue delay, and the Parties shall initiate negotiations to find a solution and restore the original status according to the Contract and these GBTC without undue delay.
- 17.2 The Mall undertakes to inform the Partner about all changes in the Electronic order management without undue delay through the Partner portal. Information about a new version of any part of the Electronic order management shall always contain a deadline for its implementation by the Partner, which will not be shorter than 3 (three) months since publishing of the new version of the Electronic order management in the Partner portal.
- 17.3 The Partner shall monitor changes of the Electronic order management in the Partner portal and implement these changes within the period according to Art. 17.2 of the GBTC. After expiration of this period, the Mall does not guarantee the support of the old version of the Electronic order management.

#### **Article 18 Quality of the business cooperation and providing of services**

- 18.1 The Partner shall fulfil the business targets and provide the services connected with sales of the Goods in the quality defined in Annex No. 2 to these GBTC – SLA (anywhere in these GBTC also as the "SLA")
- 18.2 The Mall shall assess the quality of performance of the business targets and providing of the services connected with sales of the Goods in comparison with the agreed SLA in the frequency defined in Annex No. 2 to these GBTC – SLA.
- 18.3 Beyond the scope of Annex No. 2 to these GBTC – SLA, the Parties may agree on individual business targets and conditions for particular periods of the cooperation.
- 18.4 The Partner acknowledges that the Mall acts as a seller in relation to the Customers.

#### **Article 19 Other arrangements**

- 19.1 By signing of the Contract, the Partner agrees with the transfer of any of their contact information to other members of the MALL Group for the purpose of possible cooperation with the Partner, in particular, to the company IN TIME and the company MallPay s.r.o., ID No.: 070 93 331, with the registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 293724. The Partner is entitled to withdraw this consent in writing at any time through the contact persons of the Mall.
- 19.2 The Partner is not entitled to unilaterally set off their receivables against the Mall, unless it is expressly agreed for some particular cases in the Contract and/or the GBTC, or agreed between the Parties.
- 19.3 The Partner is not entitled to assign any rights and obligations from the Contract or the entire Contract without a written consent of the Mall.
- 19.4 The Contracting Parties exclude the possibility to apply Section 557 and Section 1978 par. 2 of the CC.
- 19.5 In compliance with Section 1740 par. 3 of the CC, the Contracting Parties exclude the possibility to accept an offer of the Contract, its Annex or another document related to any performance according to this Contract with an amendment or deviation, such acceptance is considered to be a new offer.
- 19.6 For the avoidance of doubts, the Contracting Parties expressly confirm that they are entrepreneurs, that they conclude this Contract within their business, and therefore Sections 1793 to 1795 of the CC (disproportionate shortening) nor Section 1796 of the CC (usury) shall not be applied on the Contract.
- 19.7 If any provision of the Contract and/or the GBTC proves to be putative (void), then the effect of this defect on other provisions of the Contract shall be assessed similarly according to Section 576 of the CC.
- 19.8 The Contracting Parties exclude the application of Section 1805 par. 2 and Section 2157 of the CC.
- 19.9 The Contracting Parties accept the risk of change of circumstances according to Section 1765 of the CC.
- 19.10 For the avoidance of doubts, the Contracting Parties acknowledge that the Contract nor its individual parts are not replacing and cannot fill in any arrangements of other framework contract on the business cooperation that the Partner may have concluded with other entity from the MALL Group for the purpose of cooperation in other country.
- 19.11 The Partner acknowledges that one of the conditions of the business cooperation is the provision of a certificate of indebtedness issued by a financial administration authority that is not older than 1 (one) month. The Partner undertakes to deliver to the Mall this certificate within 30 (thirty) calendar days since the day of validity and force of the Contract. If they fail to do so, all Partner's activity within the business cooperation with the Mall may be temporarily terminated, and at the same time, payments of any financial performances in favour of the Partner will be also suspended. At any time, the Mall is entitled to request from the Partner a new certificate of indebtedness that is not older than 1 (one) month, especially if there are any reasonable doubts on the side of the Mall, whether the Partner is still without any debts.
- 19.12 If the Partner becomes an unreliable payer pursuant to the VAT Act, or if there will be initiated proceedings about their inclusion between unreliable payers, the Partner shall notify the Mall about this fact within 3 (three) calendar days after the occurrence of such change. At the same time, the Partner shall provide the Mall with payment data only for such account, which is opened by a provider of payment services in the Czech Republic and published by a tax administrator in compliance with Section 109 of the VAT Act, for purposes of payments according to the Contract and these GBTC. If there is any change of the circumstances mentioned here, or if the Partner does not provide the payment data to the Mall in compliance with this Article, or if the Mall determines that they may get into the position of a guarantor pursuant to the VAT Act, then the Mall is entitled to proceed in compliance with Section 109a of the VAT Act and pay VAT for taxable supplies to the tax administrator on Partner's behalf at their own discretion; without further ado, this payment is considered to be the payment of part of the agreed payment (the agreed payment shall be reduced by VAT). The moment, when the relevant VAT amount is deducted from the account of the Mall to tax administrator's account, is considered to be the moment of the payment.
- 19.13 If the Mall is a guarantor of any Partner's unpaid VAT pursuant to Section 109 of the VAT Act and the Mall becomes obliged to pay the outstanding VAT on Partner's behalf and they pay it, then the Partner shall refund to the Mall all the costs established in connection with such payment of VAT by the Mall on Partner's behalf, which must be within 3 (three) calendar days since the day, when the Mall asks the Partner to pay these costs.
- 19.14 If other law than the VAT Act is used between the Contracting Parties, then Art. 19.12 and Art. 19.13 of the GBTC shall be applied proportionately.

#### **Article 20 Final provisions**

- 20.1 These GBTC are effective for the Contracting Parties since the day of conclusion of the Contract. By the day of the force of these GBTC between the Contracting Parties, all arrangements between the Contracting Parties, which are the same or similar as the arrangements according to these GBTC or the Contract, are cancelled.

- 20.2 At any time during the force of the Contract, the Mall is entitled to unilaterally modify the GBTC and any of its Annexes. Such modification of the GBTC and any of its Annexes shall be notified by the Mall to the Partner through the Partner portal or via e-mail, no later than within 10 (ten) days before the force of such modified GBTC or any of its Annexes. If the Partner does not agree with the modification of these GBTC, then the Partner may terminate the Contract until the force of such new GBTC. In this case, the Contract is terminated on the day of the force of these new GBTC.
- 20.3 The Contracting Parties undertake to resolve all disputes arising from the Contract or these GBTC amicably through competent persons.
- 20.4 All relations, which are not expressly governed by the Contract, the GBTC or any of their Annexes, or if there is any dispute about the interpretation of individual provisions of the Contract, the GBTC or any of their Annexes between the Contracting Parties, then it shall be governed by provisions of the CC and provisions of other generally applicable laws that are valid in the territory of the Czech Republic, which may be applied on the relationship between the Contracting Parties. By their signatures, the Contracting Parties express their consent that the Contract and rights and obligations arising from it shall be governed by the laws of the Czech Republic as a governing law, however, with express exclusion of the Vienna Convention on the International Sale of Goods and conflicts of laws, which would anyhow refer the contractual relationship between the Parties to other laws than the laws of the Czech Republic. Agreement on the governing law according to this Article shall not affect such provisions of the laws from which it is not possible to contractually deviate.
- 20.5 The governing law defined according to the Contract and the GBTC shall not be applied on rights and obligations directed towards third parties, especially towards the Customers, in the scope of Partner's obligations mentioned in Article 8 of the GBTC that are governed by the laws decisive for the country of delivery of the Goods.
- 20.6 All disputes arising from the Contract and connected with it shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agriculture Chamber of the Czech Republic according to its Code and Rules by three arbitrators within a single-stage proceeding. The Contracting Parties agreed that in the case of such dispute, each Contracting Party is entitled to select one arbitrator, who will subsequently select their chairman.
- 20.7 The following documents form an integral part of these GBTC:  
Annex No. 1 – Pricelist and Margins  
Annex No. 2 – SLA  
Annex No. 3 – Pricelist of the Mall transport
- 20.8 If any provision of the Contract or any of its Annexes is or becomes invalid, ineffective or unenforceable, then it shall not affect the validity, force or enforceability of the rest of the Contract and its Annexes, if the defective provision can be separated from them. In this case, the Contracting Parties undertake to replace the defective provision with a perfect provision that is as close to the content and purpose of the replaced provision as possible.
- 20.9 These GBTC are executed in two language versions, in Czech and English. In case of any conflicts, the Czech version prevails.
- 20.10 If either Contracting Party overlooks or forgives any failure to perform, breach, default or failure to comply with any obligation arising from the Contract, then such act is not considered to be a waiver of such obligation with regard to its duration or later failure to perform, breach or failure to comply with, and no such waiver of the right is considered effective, if it is not expressed in writing for every single case.
- 20.11 These GBTC become valid and come into force on 1<sup>st</sup> October 2020.

## Annex No. 1 – Pricelist and Margins

### Pricelist – Monthly subscription fee and other fees of the MALL Partner service (all prices are mentioned excluding VAT)

Name	Description	Frequency	CZ	SK	HU	PL	HR	SI
<b>Monthly subscription fee</b>	XML, API integration, e-shop plugin	Monthly per Partner's ID	990 CZK	40 EUR	12 000 HUF	160 PLN	280 HRK	40 EUR
	manual input	Monthly per Partner's ID	290 CZK	12 EUR	3 800 HUF	50 PLN	80 HRK	12 EUR
<b>Fee for every delivered Order</b>	Fee for every delivered Order (DELIVERED)	Per Order	9 CZK	0.4 EUR	120 HUF	2 PLN	2.5 HRK	0.4 EUR
<b>Fee for every invoice in the country, where the Self-billing process is legally permissible, and the Partner is not using it</b>	For every invoice issued by the Partner	Per an invoice issued by the Partner	990 CZK	0 EUR*	0 HUF*	0 PLN*	0 HRK*	0 EUR*

\*countries, where the Self-billing process is not legally permissible. After the Self-billing process is legalized in these countries, the Mall will set a new fee, unless the Partner authorizes the Mall to the Self-billing process.

## Margins:

Categories	Sub-categories	Margins
Auto-moto		15 %
Auto-moto	Tires and wheels	8 %
White goods (Major Domestic Appliances)		12 %
Home appliances		15 %
Household		20 %
Household	Furniture, mattresses	15 %
Drugstore (cleaning and body care)		20 %
Films		15 %
Films	Film apparel	25 %
Films	Film objects	20 %
Photo		12 %
Game zone		12 %
Game zone	Game accessories	15 %
Game zone	Game objects	20 %
Game zone	Game apparel	25 %
Hobby and garden		20 %
Music		15 %
Music instruments		15 %
Pet supplies		20 %
Books		15 %
Books	Dictionaries and textbooks	10 %
Beauty and perfumes		15 %
Beauty and perfumes	Erotic goods	20 %
Beauty and perfumes	Perfumes	12 %
Mobile phones, navigations		8 %
Mobile phones, navigations	SMART	15 %
Mobile phones, navigations	Accessories	15 %
Clothes, fashion		25 %
Clothes, fashion	Jewelry, watches	20 %
PC, notebooks and office		8 %
PC, notebooks and office	Office supplies	15 %
PC, notebooks and office	PC accessories, accessories for computers, cash register systems, tablets, printers and scanners, consumables for printers and scanners, projector screens, network elements	15 %
PC, notebooks and office	Bags, backpacks	25 %
Food and drinks		15 %
For kids		20 %
For kids	Toys	20 %
For kids	Child's room, child's cosmetics	15 %
For kids	For mothers	25 %
Sport, outdoor		20 %
Sport, outdoor	Fishing equipment	15 %
Sport, outdoor	Fishing apparel, shoes and accessories	20 %

Sport, outdoor	Fishing equipment (boats and boat equipment)	10 %
Sport, outdoor	Cycling apparel	20 %
Sport, outdoor	Scooters, electric scooters	15 %
Sport, outdoor	Vitamins, minerals, antioxidants	15 %
TV and audio	Weather stations, thermometers	20 %
TV and audio	Car HiFi, AV receivers, wireless speakers, dictaphones, HiFi and gramophones, cables, microsystems, mini systems, MP3 / MP4 players, radios, clock radios, radio cassette recorders, speakers, headphones, soundbars, home theaters	15 %
TV and audio	Antennas, Blu-ray and DVD players, multimedia centers, power cables, power supply, video accessories, satellite technology, set-top boxes, televisions	8 %
Gift cards		8 %
Health		15 %

## Annex No. 2 – SLA

All timelines listed here stand for working days.

Type	SLA	Limit	Definition
Orders	<b>confirmation about preparation of the Order for shipment or cancelation of the Order</b>	Up to 24h	duration of the status change from OPEN to SHIPPING (Order in preparation) or CANCELLED
Orders	<b>delivery confirmation (or return by the Customer)</b>	Up to 24h after the status is changed at the Carrier	duration of the status change from SHIPPED (Order in Transport) to DELIVERED or RETURNED
Orders	<b>number of cancelled Orders</b>	max. 3 % of all Orders	the ratio of the cancelled Orders by the Partner (entered status CANCELLED) in relation to all the created Orders which went through the status OPEN during the reviewed period
Orders	<b>meeting the delivery date of the Goods</b>	min. 90 % of all Orders	number of Orders that were delivered within the set delivery date during the reviewed period
Orders	<b>adding the tracking data of shipments</b>	min. 90 % of all Orders	number of Orders for which the tracking data was added (tracking URL and tracking number) when only the Orders switched to the SHIPPED status are included during the reviewed period
Orders	<b>Incorrectly inserted final status of the Order</b>	0,5 % of the Orders	The ratio of all the Orders with the incorrect final status in relation to all the Orders during the reviewed period (e.g. the DELIVERED Order is set as CANCELLED Order)
Complaints	<b>number of complaints</b>	max. 3 % of the sold pieces of Goods	number of complaint procedures during the reviewed period
Finances	<b>issue a credit note for the Goods with complaint or the returned Goods</b>	within 2 weeks since the physical return of the Goods	issuance of an accounting document with factual and formal accuracy

### Annex No. 3 – Pricelist of the Mall transport

Mentioned prices are in CZK excl. VAT and are applicable only for the transport within the Czech Republic.

<b>Mall Transport – pricelist</b>	<b>IN TIME (delivery to Customer's address and delivery to collection points)</b>
Price of transport for the Partner, including cash on delivery	0 CZK
Price of transport for the Customer, including cash on delivery	Price is determined by the Mall
Price for return of any undelivered, refused or uncollected Goods	0 CZK

<b>Pricelist of pick ups</b>	<b>IN TIME</b>
Pick up of shipments in Partner's one central warehouse in the Czech Republic (all working days, except for public holidays)	1,950 CZK excl. VAT per month (according to the distance availability of Partner's warehouse, the price may be higher)
Submitted by the Partner at the branch	0 CZK