

# GENERAL BUSINESS TERMS AND CONDITIONS

## ALLEGRO MALL GROUP

### FOR THE MALL PARTNER BUSINESS COOPERATION

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#### Preamble

The Contracting Parties have an interest in using their mutual cooperation for expanding their business strategy. Simultaneously, the Contracting Parties hereby declare to exert efforts so that their actions bring by the intended economic benefits. For this purpose, these contractual documents govern the purchase as well as the form of the MALL Partner's Goods. These contractual documents precisely reflect the essence of the mutual relationship between the Partner and the MALL company including the necessary terms.

#### Article 1 Introductory provisions

- 1.1 These General business terms and conditions govern the mutual rights and obligations of MALL and the Partner. MALL is purchasing Goods from the Partner to subsequently resell them as part of its business activity to Customers in its E-shop.

#### Article 2 Definitions

- 2.1 The terms used in these GBTC shall have the meaning mentioned hereafter, unless it is defined otherwise or unless something else results from the Contract, the agreements concluded between the Contracting Parties or from mandatory provisions:
- 2.1.1 **ALLEGRO MALL Group:** the designation of a business group of companies doing business in the field of e-commerce and providing related services directly and/or indirectly controlled by Allegro spółka z ograniczoną odpowiedzialnością, registered office 60-166 Poznań, Grunwaldzka Street 182, Polish Republic (KRS 0000635012, REGON: 365331553, NIP: 5252674798) and directly and/or indirectly controlling this company;
- 2.1.2 **API:** refers to a set of functions, interfaces and data structures for electronic communication between the Contracting Parties, when processing Orders;
- 2.1.3 **Distribution centre:** the central MALL distribution centre at: a) Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic for the Contract concluded by and between IMCZ and the Partner, b) Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic for the Contract concluded by and between IMSK and the Partner, c) Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic for the Contract concluded by and between m-HU Internet and the Partner, d) Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic for the Contract concluded by and between Netretail and the Partner, e) Pod lipami 1, 1218 Komenda, Republic of Slovenia for the Contract concluded by and between MIMOV RSTE and the Partner, f) Pod lipami 1, 1218 Komenda, Republic of Slovenia for the Contract concluded by and between IMCRO and the Partner;
- 2.1.4 **Cash on delivery:** a financial amount collected by the Carrier, upon delivering the ordered Goods to the Customer. The Partner shall transfer the entire amount of the collected Cash on delivery to MALL in compliance with these GBTC.;
- 2.1.5 **Agreed amount:** the percentage difference between the Sales Price excl. VAT and the Purchase Price excl. VAT, the amount of which is regulated by Appendix No. 1 - Price List and Agreed Amount; The Agreed Amount may be changed as well by a mutual agreement via e-mail, with this always being processes for both Contracting Parties by persons authorized to act on behalf of of them in matters referring to the Agreed Amount. If any type of Goods may be subject to more than one percentage rate from the Agreed Amount in accordance with Appendix No. 1 - Price List and Agreed Amount, the Agreed Amount for such Goods shall be assessed according to the segment with the highest minimum required Agreed Amount;
- 2.1.6 **Recommended retail price:** the price of the Goods for the Customer recommended by the manufacturer of the Goods;
- 2.1.7 **VAT:** refers to the value added tax in the Czech Republic, or a similar tax in the territory of the state where MALL has its registered office;
- 2.1.8 **Confidential information:** information establishing a competitively significant, determinable, appreciable and usually unavailable facts - in the relevant business circles - where these facts are connected with the enterprise and protected by their owner in their own interest and in the appropriate manner, including, but not limited to information related to work, management, operational or other procedures, methodologies and processes; technological solutions, their architecture, security and protection; business and price policy; business and marketing plans; future intents and strategies;
- 2.1.9 **Electronic Goods/Orders Management System:** jointly referred to under the term API, Manual Input and XML feed – referring to these functions, interfaces and data structures, an Order status switches from the status *blocked* (the status *blocked* refers to an issued Order, which is waiting for payment verification) to *open* (the status *open* declares that the Order can be further processed by the Partner, while this *open* status usually follows after the *blocked* status) – afterwards, when the Order is classified as *open*, the Order status switches to *shipping* (the *shipping* status declares that the Goods have been packed by the Partner and are ready to be *shipped*), or the status *cancelled* (the status *cancelled* declares that the Partner is in fact unable to send the Goods – if this status is declared, the Partner furthermore has to get in touch with the Mall Call Centre which then informs the Customer) – subsequently, after the Order is classified as *shipping*, the Order status switches to the *shipped* status (the *shipped* status means that the Goods have been handed over by the Partner to the Carrier or to Mall Delivery), or the *cancelled* status – subsequently, after the Order will have been classified as *shipped*, the status of the Order switches to the status *delivered* (the status *delivered* declares that the Goods have been delivered), or to the *returned* status (the *returned* status declares that the Goods have not been delivered by the Carrier or by Mall Delivery to the Customer). Any and all status changes that the Partner carries out in the Electronic Goods/Orders Management System are implemented in relation to the Order, i.e. not towards the Customer, but towards MALL;
- 2.1.10 **E-shop:** indicates the IMCZ online store available at [www.mall.cz](http://www.mall.cz), or the IMSK online store available at [www.mall.sk](http://www.mall.sk), or the m-HU Internet online store available at [www.mall.hu](http://www.mall.hu), or the Netretail online store available at [www.mall.pl](http://www.mall.pl) or the MIMOV RSTE online store available at [www.mimovrste.com](http://www.mimovrste.com), or the IMCRO online store available at [www.mall.hr](http://www.mall.hr), or any other online store operated by any entity from the business group of ALLEGRO MALL Group;
- 2.1.11 **Purchase price:** is the price that MALL shall pay to the Partner for the Goods. The Purchase Price shall be set by the Partner, and the Partner determines this price as the Sale price excluding VAT applicable upon handover of the Order to the Partner, minus the Margin. For the avoidance of doubts, it shall be agreed that the Sale price minus VAT always has to be higher than the Purchase price. The Purchase price it is always listed excl. VAT and including all other taxes as well as fees which shall be in accordance with applicable and effective legislation;
- 2.1.12 **MALL:** a) **Internet MALL, as**, ID: 262 04 967, with its registered office at U Garáže 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register kept by the Municipal Court Prague, Section B, Insert 8501 (hereinafter in these GBTC also only referred to by „**IMCZ**”), or b) **Internet MALL Slovakia, s.r.o.**, ID: 35 950 226, with its registered office at Galvaniho 6, 821 04 Bratislava, Slovak Republic (hereinafter in these GBTC also only referred to by “**IMSK**”), or c) **m-HU Internet Kft.**, ID: 01-09-329752, with its registered office at 1139 Budapest, Váci út 99, Republic of Hungary (hereinafter in these GBTC also only

referred to by "m-HU Internet"), or d) **Netretail Sp. z oo**, ID: 319695, with its registered office at ul. Bierutowska 57-59, 51-317 Wrocław, Republic of Poland (hereinafter in these GBTC also only referred to by "**Netretail**"), or e) **MIMOVRSSTE doo**, ID: 158 912 10 00, with its registered office at Cesta Ljubljanske brigade 21, 1000 Ljubljana, Republic of Slovenia (hereinafter in these GBTC also only referred to by "**MIMOVRSSTE**"), Or f) **Internet MALL doo**, ID: 809 76 802, with its registered office at Ulica kneza Branimira 28, Zagreb, Republic of Croatia (hereinafter in these GBTC also only referred to by "**IMCRO**");

- 2.1.13 **MALL Delivery**: designates the transport method of the Goods from the Partner to the Customer by MALL. MALL transports the Goods from the Partner to the Customer relying on the Transport Company. The MALL Delivery price shall solely be set by MALL. The MALL Delivery Price is provided for in Appendix No. 3 - MALL Delivery Price;
- 2.1.14 **Manual Input**: means the technical additional function for the manual electronic communication between the Contracting Parties, when processing the Orders, inserting products and the administration thereof via the Partner portal;
- 2.1.15 **MALL Partner**: for purpose of these GBTC as well as the Contract, this term refers to the sites of the Electronic Goods/Orders Management System reserved for offering the Partner's as well as the Third Parties' Goods, who participate in here under similar terms and conditions as the Partner, and to the related processes, activities and procedures, including the Contracting Parties' rights and obligations arising from them, which are governed by the Contract;
- 2.1.16 **MALL Self-Billing**: upon concluding the Contract between IMCZ and the Partner, an invoicing process shall be applied between the Contracting Parties which is in compliance with Section 28 par. 7 of the VAT Act, whereby the Partner fully authorizes MALL to issue tax receipts to MALL on behalf of the Partner since the conclusion of the Contract; upon concluding the Contract between IMSK and the Partner, an invoicing process shall be applied between the Contracting Parties which is in compliance with Section 2 par. 6 of the Slovak VAT Act. A tax receipt shall be issued within the MALL Self-billing process by MALL always upon each Billing period ending on the basis of the Orders regarding which the delivery will have been confirmed to MALL by the Partner within the Billing period using the Electronic Goods/Orders Management System, and where MALL will have received a payment from the Customer, or where MALL will have registered the Partner's claim for the respective payment to be transferred. IMCZ accepts the authorization listed above. The MALL Self-Billing between IMSK and the Partner shall take place in accordance with these GBTC and a special written agreement. Upon concluding the Contract between MALL (except for IMCZ and IMSK) and the Partner, MALL Self-Billing shall not be applied on the legal relationship between MALL and the Partner;
- 2.1.17 **Place of performance**: This refers to the place of performance specified by the Customer in the Order; this may be a Place of Performance beyond the Partner's Country of Origin;
- 2.1.18 **Order**: order of the Goods that MALL will make via the Electronic Goods/Orders Management System to the Partner;
- 2.1.19 **Customers' personal data**: shall have the meaning defined by Art. 11.1 GBTC;
- 2.1.20 **CC**: upon concluding the Contract by and between IMCZ and the Partner, this refers to Act No. 89/2012 Coll., the Civil Code, as amended, or to other similar regulation valid and applicable in the territory of the state in which MALL has its registered office;
- 2.1.21 **Partner**: an entity trading goods intended for retail consumers, which is interested in selling goods from its assortment via MALL under these Contract and these General terms and conditions;
- 2.1.22 **Partner portal**: means the web user interface available at [partners.mallgroup.com](http://partners.mallgroup.com), the Partner is using in order to manage the set of their products offered via MALL, and which serves their mutual communication as well; MALL shall provide the Partner with access data to the Partner portal upon conclusion of the Contract;
- 2.1.23 **Flat financial performance**: flat monthly financial performance according to Appendix No. 1 - Price List and Agreed Amount for each month in which the Contract was effective, unless otherwise agreed;
- 2.1.24 **Sale price**: the price for which the Goods are sold in the E-shop. The sale price shall be determined as the Purchase Price increased by the Agreed Amount. This Sale Price shall be defined by MALL. Unless agreed upon otherwise, the Sale Price shall be entered into the Electronic Goods/Orders Management System by the Partner. For the avoidance of doubts, it is expressly mentioned that the Sale price includes the following items: a) VAT charged according to laws valid and applicable on the day when the Goods are sold to the Customer; b) any and all other taxes and fees that have to be added to the retail price in accordance with applicable and effective legislation.
- 2.1.25 **Product category**: refers to a part of an assortment containing Goods of the same kind;
- 2.1.26 **Carrier**: is an entity through which the Goods are transported to Customers excluding MALL Delivery;
- 2.1.27 **Transport company**: the business company WE|DO CZ s.r.o., ID: 083 13 628, with its registered office at Pražská 180, 250 66 Zdíby, Czech Republic, registered in the Commercial Register kept by the Municipal Court Prague, Section C, Insert 316771 (hereinafter only referred to as **WE | DO CZ**"), or any other company MALL uses to provide MALL Delivery;
- 2.1.28 **Appendix**: refers to the relevant appendix to the GBTC, unless explicitly stated otherwise;
- 2.1.29 **SLA**: has the meaning laid down in Art. 17.1 GBTC;
- 2.1.30 **Contract**: the Framework Contract on MALL Partner Business Cooperation concluded between MALL and the Partner the subject matter of which is stipulating the basic framework terms and conditions for the mutual business cooperation based upon expanding MALL assortment by the Partner's Goods by concluding individual partial contracts between the Contracting Parties based upon which the Partner shall be obliged to deliver the Goods to MALL and MALL in turn shall be allowed to acquire the ownership right to these Goods and MALL shall be obliged to pay to the Partner for the delivered goods in compliance with the terms and conditions of the Contract and these GBTC;
- 2.1.31 **Contracting party/ies**: the Partner, and/or MALL;
- 2.1.32 **GBTC**: these ALLEGRO MALL Group General Business Terms and Conditions for a MALL Partner business cooperation, including all their appendices;
- 2.1.33 **XML feed**: refers to another set of interfaces functions and data structures for electronic communication between the Contracting Parties used for processing Orders;
- 2.1.34 **Customer**: the final MALL customer, i.e., a natural or legal person, who buys the Goods in the E-shop;
- 2.1.35 **VAT Act**: Act No. 235/2004 Coll., on value added tax, as amended, according to the laws of the Czech Republic, or another similar regulation valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.36 **Consumer Protection Act**: Act No. 634/1992 Coll., on consumer protection, as amended, according to the laws of the Czech Republic, or another similar regulation valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.37 **Waste Act**: Act No. 541/2020 Coll., on waste, as amended, according to the laws of the Czech Republic or another similar regulation valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.38 **End of Life Products Act**: Act No. 542/2020 Coll., on end-of-life products, as amended, according to the laws of the Czech Republic or another similar regulation valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.39 **Goods**: the partner's goods which 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 several versions. The Goods offer is subject to prior MALL approval;
- 2.1.40 **Partner's country of origin**: a country, where the Partner has its registered office and/or its main business activities, or a country from which the Partner will be delivering the Goods according to the Contract;

- 2.1.41 **Billing period:** refers to the period for which the Contracting Parties retrospectively settle their mutual claims established based upon the performance resulting from the Contract. Unless agreed otherwise by the Contracting Parties, the Billing period shall be 14 (in words: *fourteen*) calendar days. If a period of less than 14 days follows after the preceding Billing Period at the end of a calendar month, the Billing Period corresponds to this shortened period so that the entire given calendar month is invoiced on the last day of the calendar month in question.

### **Article 3 Goods offer**

- 3.1 The Partner shall be responsible for the Goods offer content and for any other content that the Partner places into the Electronic Goods/Orders Management System, and undertakes that the content provided neither breaches nor that it under any circumstances will breach any applicable laws or contractual arrangements, and that it is and will be under any circumstances in compliance with all the requirements imposed by valid and applicable laws (including any EU laws) referring to the presentation of the Goods to end Customers. In particular, albeit not exclusively, the Partner undertakes to truly and on a full scale inform MALL about properties of the Goods offered via the content Goods offers, as required by applicable laws, including laws serving to protect customers, and for example - though not exclusively - the Partner undertakes to inform MALL about energy performance of the Goods in case of Goods where indicating energy performance is obligatory. Furthermore, the Partner undertakes to inform MALL via the Electronic Order Management system at within the same extent as MALL does so towards its Customers. The Partner undertakes to follow MALL instructions when placing the Goods offer or any other content in the Electronic Goods/Orders Management system. The Partner is obliged to offer only those Goods to MALL which it is able to deliver to MALL according to the conditions of the Contract and the GBTC.
- 3.2 The Partner is not entitled without the prior consent of MALL to include such Goods into the Electronic Goods/Orders Management System, which the public might perceive as inappropriate for sexual, racial, religious, national, political or other reasons, as well as e.g. weapons or drugs. In case of doubt, the Partner is obliged to consult the MALL in advance with the inclusion of such Goods into the Electronic Goods/Orders Management System.
- 3.3 The Partner is obliged to classify the Goods within the Electronic Goods/Orders Management System always into the category according to the E-shop logic and according to Appendix No. 1 - Price list and Agreed amount of these GBTC. If the Partner categorizes the Goods incorrectly into a category with a lower Agreed Amount, the Partner shall be charged for the difference between the improper Agreed Amount and the proper Agreed amount for the Goods and this shall be done even retroactively. If the Partner improperly classifies the Goods into a category with a higher Agreed Amount, then this billing difference between the Contracting Parties shall not be taken into account.
- 3.4 When categorizing Goods into the Electronic Goods/Orders Management System, the Partner is obliged to provide MALL with all documents as well as information so that MALL will be able fulfil any and all of its statutory obligations which especially refers to public administration authorities, collective administrators of copyrights or customers, e.g., - but not only - according to the Waste Act or the End-of-Life Products Act, according to the laws governing the competence of copyright administrators and for the purposes of properly and timely sending of data into Intrastat (system for collecting statistical data on the trade with goods between the EU member states). Furthermore, the Partner is also obliged to provide MALL with all information regarding the EAN code of the Goods.
- 3.5 The Partner grants MALL a free non-exclusive license (or sub-license) for the entire European territory doing so for an indefinite period of time in relation to product information about the Goods and photographs of the Goods for all uses, especially, but not limited to, recording, reproduction and distribution, multimedia transmission, or, for example, in the form of copies in a way that everyone has access to them at a place and at a time of their choice without territorial or temporal limitation. MALL shall also be entitled to use product information and photographs for marketing and promotion purposes under this license (or sublicense). MALL is entitled to grant this license (or sublicense) to an entity within the ALLEGRO MALL Group. The Partner declares that it has settled any and all copyrights to these materials and is entitled to provide this non-exclusive license (or sublicense) under this Art. 3.5 of the GBTC.
- 3.6 The Partner is obliged to pay MALL all financial performances according to Appendix No. 1 - Price List and the Agreed Amount of these GBTC for the inclusion of the Goods into the offer in the Electronic Administration of Goods/Orders.
- 3.7 MALL is entitled to remove any Goods from the Electronic Administration of Goods/Orders, or from the E-shop at any time and in any scope, without notifying the Partner in any way.

### **Article 4 Setting the Sale price in a standard mode**

- 4.1 The Partner enters the Sales Price into the Electronic Goods/Orders Management System according to MALL instructions. Handing over instructions to the Partner on entering the Sale Price into the Electronic Goods/Orders Management System, MALL accepts the Purchase Price, which it will pay to the Partner in accordance with the terms of the Agreement and the GBTC. The Partner shall not be entitled to enter the Sales Price into the Electronic Goods/Orders Management System without having received the above-mentioned MALL instruction. The pricing policy of both Contracting Parties remains strictly separated and independent.
- 4.2 The Partner undertakes that it will cooperate with MALL within the necessary scope, so that MALL is able to instruct the Partner about how to insert the Sale price according to Art. 4.1 of the GBTC so that this sale price is competitive on the market at the given time and place. For purposes of the Contract, i.e., even for purposes of the GBTC, among others, a competitive Sales price is one that equals - or is even lower - than the price of the Goods provided by the Partner to its own customers.
- 4.3 When inserting the Sale price and the Recommended retail price according to Art. 4.1 of the GBTC, the Partner is obliged to check the following items jointly with MALL:
- 4.3.1 That the Sale price is entirely in compliance with the conditions according to Art. 4.2 of the GBTC,
- 4.3.2 during the MALL marketing campaign regarding the Customer, these prices were at the same or lower level than the lowest Sale price and the lowest Recommended retail price recorded for these Goods in the E-shop during 30 (in words: *thirty*) calendar days prior to this marketing campaign, and
- 4.3.3 these prices are not deceiving from the Customer's point of view, which means in particular that the Sale price and/or the Recommended retail price for the Customer do not qualify as a misconception regarding the discount sum provided during a MALL marketing campaign.
- 4.4 Based on an agreement of the Contracting Parties that may be concluded even via e-mail, the Partner shall participate in MALL marketing campaigns. MALL shall inform the Partner about any planned marketing campaigns well in advance. Following that, the Partner shall insert the Sale price into the Electronic Goods/Orders Management System, as agreed with MALL, in compliance with the given marketing campaign rules. If the MALL marketing campaign does not require any cooperation of the Partner beyond ordinary cooperation according to the Contract, MALL may include the Goods into its marketing campaign even without any prior agreement with or without notifying the Partner in advance.
- 4.5 The Partner acknowledges that the Customer is entitled to use gift vouchers for individual Orders. The rights and obligations between the contracting parties applicable on the billing of expenses in connection with the Customer using gift vouchers, shall be subject of a separate agreement between the Contracting Parties that may be concluded even via e-mail.
- 4.6 The Partner bears the responsibility for the price being entered properly into the Electronic Goods/Orders Management System, in particular, for the applicable VAT rate being entered properly. In particular, yet not exclusively limited to, the Partner bears the responsibility that the Customer always receives the Goods for the price for which the Customer will have ordered the Goods in the E-shop.

### **Article 5 Order processing**

- 5.1 The Contracting Parties have agreed upon the following:

- 5.1.1 individual partial contracts for sale will be concluded between the Contracting Parties in a form of the Orders that MALL will provide to the Partner through the Electronic Goods/Orders Management System;
  - 5.1.2 each and every individual contract on the sale of Goods is considered to be concluded between the Contracting Parties (and MALL shall acquire the ownership right to the Goods) upon takeover of the Goods by the Customer as they are specified in the Order – upon Goods takeover by the Customer as specified in the Order, the Goods acquire the classification delivered and the Partner is obliged to insert this classification of the Goods into the Electronic Goods/Orders Management System. The Contracting Parties acknowledge that the ownership right regarding the Goods shall be transferred from the Partner to MALL prior to the ownership right regarding the Goods being transferred from MALL to the Customer; subsequently, the ownership right regarding the Goods shall be transferred from MALL to the Customer upon transferring the ownership right regarding the Goods from the Partner towards MALL.
  - 5.1.3 An Order shall be deemed as cancelled without further ado, if the Goods are not delivered to the Customer on time and the Customer cancels the relevant Goods order due to this reason (withdraws from the Goods sale contract concluded with MALL), or if the Customer refuses to take over the Goods, or if the Customer does not pick up the Goods;
  - 5.1.4 any and all mutual transactions have no impact on the Customer's rights against MALL; only MALL, not the Partner, shall function as the contracting party referring to the Customer
- 5.2 One Order may include several Goods types, and there can be one or more pieces of each type ordered. MALL orders the Goods for the Purchase price.
- 5.3 The Partner shall do the following via the Electronic Goods/Orders Management system:
- 5.3.1 within the period specified in Appendix No. 2 - SLA, it shall confirm packing of the Goods and that the Goods are ready to be dispatched;
  - 5.3.2 within the period specified in Appendix No. 2 - SLA, it shall confirm that all the Goods listed in the Order will have been handed over to the Carrier or MALL Delivery, or it shall refuse the Order;
- provided that the periods mentioned above run only on working days.
- 5.4 If the Partner is unable to dispatch all the Goods pertaining to the given Order within the period specified in Art. 5.3.1 of the GBTC, the Partner is obliged to refuse the Order.
- 5.5 If the Partner fails to meet the deadline specified in Article 5.3.1 of the GBTC or Article 5.3.2 of the GBTC, MALL has the right to cancel the Order.
- 5.6 Upon Goods receipt by the Carrier, the Partner shall immediately provide MALL with an electronic web link (the so-called tracking URL – an address containing, among others, the *tracking number* of the respective Goods shipment to the Customer) to monitor the Goods of delivery progress to the Customer on the Carrier's website, and this shall be done via the Electronic Goods/Order management system.
- 5.7 Without undue delay after it receives this information from the Carrier, but no later than within the period set out in Annex No. 2 – SLA, the Partner shall inform MALL via the Electronic Goods/Orders Management System whether the Goods will have been delivered by the Carrier and accepted by the Customer, or not. MALL becomes entitled to the Agreed amount as well as other monetary performances even if the Partner fails to inform MALL via the Electronic Goods/Orders Management System about Goods delivery by the Carrier or handover by the Customer. The Partner bears the burden of proof that MALL is not entitled to the Agreed amount or other monetary performances.
- 5.8 During the Contractual term, the Partner shall continuously communicate with MALL about Order processing and provide for its trouble-free connection to the Electronic Goods/Order management system during the entire Contractual term
- 5.9 The partner is obliged to dispatch the Goods from the warehouse, which he told MALL at the beginning of the cooperation. If the Partner intends to dispatch the Goods from another warehouse than the one notified to MALL at the beginning of the cooperation, he is obliged to notify MALL of this fact in advance, no later than: a) 30 days before this dispatch from another warehouse in another state, and b) 7 days before this dispatch from another warehouse in the same state.

## **Article 6 Method and price for the transport of Goods**

- 6.1 The Partner shall transport the goods to MALL relying on the Carrier or via MALL Delivery. MALL Delivery works as a carrier only in those countries affected by Appendix No. 3 - MALL Delivery price list. The Partner may at any time indicate an intention to transport the Goods to MALL via MALL Delivery. Prior to transporting goods via MALL Delivery, the Partner is obliged to indicate to MALL the address of the warehouse from which the Goods are to be transported and where the undelivered or returned Goods will be transported to by the Carrier. The Partner's Goods shall be transported via MALL Delivery from the moment when MALL confirms to the Partner the Goods transport via MALL Delivery by e-mail. Confirming the Partner's request for MALL Delivery, a Framework Forwarding Contract is concluded between MALL and the Partner including rights and obligations in accordance with Appendix No. 5 to these GBTC.
- 6.2 If the Goods transport is provided by MALL via MALL Delivery, the Partner agrees without any reproach with the General Terms and Conditions of the Forwarding Contract applicable to the MALL Partner cooperation according to Appendix No. 5 to these GBTC, or possibly referring to any other business conditions of the Carrier, if he will have the opportunity to get acquainted with them in advance.
- 6.3 If the Goods transport is provided by MALL Delivery, the Partner shall be obliged to perform not only its rights and obligations resulting from the GBTC duly and on time, but also all the obligations according to the business terms and conditions mentioned in Art. 6.2 of these GBTC. In case of MALL Delivery, the Partner shall, in particular, yet not exclusively limited to, submit the Goods duly and on time to MALL Delivery in compliance with instructions given by MALL and the Carrier, and if the Goods are not delivered to the Customer, or they are declined or are not taken over by the Customer, the Partner shall take the Goods back in compliance with instructions given by MALL and the Carrier.
- 6.4 The MALL Delivery goods transport costs shall be paid by MALL. However, the MALL Delivery Goods transport costs shall be paid by the Partner, if the Goods according to the Order are not duly delivered to the Customer, if the Customer does not accept the Goods, or if the Customer does not take over or pick up the Goods. The costs for such a non-delivery, non-acceptance or non-collection of the Goods transported via MALL Delivery are listed in Annex No. 3 – MALL Delivery Fee.
- 6.5 If the Goods are transported via MALL Delivery, the Partner is entitled to set a free of charge transport for the Goods for the Customer. In case of such a transport type, MALL is entitled to charge its Partner the costs incurring due to this discounted transport price via MALL Delivery, including, in particular, yet not limited to, any costs for the transport itself, for checking the of age, cash on delivery etc. in the amount that would normally be paid by the Customer.
- 6.6 The risk of damage to the Goods passes to MALL on the basis of a contractual relationship under the Contract together with the transfer of ownership of the Goods. For the purposes of the VAT Act, the Goods are delivered from the Partner to MALL at the moment of the transfer of ownership from the Partner to MALL.
- 6.7 In case of MALL Delivery, the Partner undertakes to hand over the Goods to the Transport Company, or to hand them over in case of a transport of the Goods via a Carrier to a Carrier in a packaging providing for the Goods being delivered to the Customer in a perfect, i.e. complete and undamaged, condition according to the Order. The Partner prove proper packaging of goods to be shipped via MALL Delivery as well as the transport by the Carrier. MALL is entitled to assess whether the goods according to this article are packed properly. If MALL does not consider the goods to have been properly packed by the Partner, MALL is entitled to claim a compensation from the Partner amounting to the Sales Price.
- 6.8 If there is any defect to the transport provided by MALL Delivery, the Partner shall report this defect via e-mail using the following e-mail address: a) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between IMCZ and the Partner, b) [operations@mallgroup.com](mailto:operations@mallgroup.com)

- if this refers to a Contract concluded between IMSK and the Partner, c) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between m-HU Internet and Partner, d) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between Netretail and the Partner, e) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between MIMOVRSSTE and the Partner, f) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between IMCRO and the Partner.
- 6.9 Any Goods transport that is not provided by MALL shall be provided by the Partner according to the Order. The Terms and Conditions of a transport which is not provided by MALL, shall be stipulated by a transport contract concluded by and between the Partner and the Carrier. The costs of transport carried out by the Carrier shall be paid by the Partner, including any costs for transporting the undelivered, unaccepted or not picked up Goods back to the Partner.
- 6.10 The Partner shall enter the price for the transport of the Goods by the Carrier related to an Order via the Electronic Goods/Orders Management System doing so according to instructions of MALL as a person who acts as a seller in relation to the Customer. The Partner is entitled to stop Goods sale to MALL as far as future Orders are concerned, if the Partner disagrees with the price settings instructions related to the transport of the Goods.
- 6.11 When Goods are being transported by the Carrier, the Partner shall be responsible towards MALL that any and all applicable laws applicable to the transport of objects are complied with and that the Goods are delivered to the Customer duly and on time. If Goods are being transported by the Carrier, the Partner shall be obliged to provide for the Goods delivery to the Customer, who is entitled to take over the Goods, which refers to in particular, yet not exclusively, to the transport of Goods which may be sold only to a specific group of persons (e.g., persons older than 18 years).
- 6.12 When setting the price for the transport of Goods by the Carrier, the Partner shall mind the minimum Order price limits related to a free of charge transport determined by MALL. If the Goods are transported by the Carrier and at the same time MALL guarantees free transportation to the Customer, the costs of this transportation are borne by the Contracting Parties in the ratio: 80% of the price of this transportation is paid by MALL and 20% of this transportation is paid by the Partner.
- 6.13 The Partner is entitled to set a minimum total price of an Order upon the excess of which the Goods shall be delivered free of charge to the Customer. In cases, where the Order price exceeds the minimum Order price defined for a free-of-charge transport, MALL shall not charge the transport price from the Customer and the total costs for the transport carried out by the Carrier shall be covered the Partner.
- 6.14 When setting the price of the transport or any fee for a Cash on delivery in case of a transport provided by the Carrier, the Partner shall act in compliance with applicable laws of the country where MALL with which it will have concluded the contract, has its registered office and also in compliance with the target delivery country.
- 6.15 If the Customer pays the Goods Sale price as a Cash on delivery upon receipt, the Partner shall provide for a debiting of the payment to their account via the Carrier. Subsequently, these payments shall be settled within the regular Billing period by the settling receivables as a set-off of obligations between MALL and the Partner related to the given period, and any possible surplus shall be sent without undue delay, no later than within 3 (in words: *three*) calendar days from the end of the given Billing period to the MALL account.
- 6.16 If, as a result of defective processes on the side of the Partner (for example, the Partner did not collect the Sales Price from the Customer, although he was obliged to collect it from the Customer) the shipment was not paid by the Customer, MALL has the right:
- 6.16.1 in case of Customer non-payment of the shipment in the amount of CZK 0 - CZK 499, to settle its receivable based upon the right for a compensation for damages from the Partner, within the regular Settlement Period;
- 6.16.2 in case of Customer non-payment of the shipment in the amount of CZK 500 and more, to settle its receivable based upon the right for a compensation for damages from the Partner, within the regular Settlement Period, or the Partner may request MALL to enforce this unpaid shipment, while such costs connected to the legal services for this enforcement shall then be charged to the Partner in accordance with Article 12.1 of this GBTC, in connection with the Decree of the Ministry of Justice No. 177/1996 Coll., on lawyers' fees and lawyers' compensations for the provision of legal services (lawyer's tariff), as amended; MALL will make reasonable efforts to obtain payment for the shipment through its call center before sending a legal notice about the settlement to the Partner in accordance with this Article.

## **Article 7 Warranty, claims and the return of Goods**

- 7.1 The Partner provides MALL with a quality warranty for all the Goods that are transferred to MALL on the basis of a contract for sale concluded pursuant to the Contract, and this warranty lasts at least 24 (in words: *twenty four*) months. As far as food and beverages are concerned, this quality warranty shall be limited by the expiration period, however, on the day when MALL acquires the ownership right regarding any food or beverages, at least 2/3 (in words: *two thirds*) of this expiration period have to remain. The quality warranty begins on the day following the day, when MALL acquires the ownership right to the Goods.
- 7.2 In case of any Customer's complaint regarding the Goods submitted to MALL, MALL shall leave the entire complaint to be handled by the Partner, who will then handle the complaint on behalf of MALL to which the Partner is authorized by MALL since the moment, when the Partner agrees with these GBTC, and the Partner hereby accepts this authorization.
- 7.3 The Goods may be handed over to the Partner in the following ways in order to process a complaint :
- 7.3.1 the Customer raises a complaint to the Partner regarding the Goods and/or sends the Goods subject to the complaint directly to the Partner; or
- 7.3.2 The Customer raises its complaint about the Goods in person at any MALL pick-up point, or sends the Goods subject to its complaint to MALL's address.
- 7.4 If a Customer raises a complaint about the Goods as described in Art 7.3.1 of the GBTC, the Partner shall settle the complaint with the Customer on behalf of MALL, to which it is authorized by MALL upon concluding the Agreement. The Partner is obliged to settle each and every complaint of this kind in the way and within the periods defined by applicable laws, as if such a complaint would have been submitted by its own customer. The Partner is obliged to inform MALL about any receipt, progress and settlement of each and every Customer complaint within 1 (in words: *one*) working day via e-mail to: [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz) in case of the Contract concluded between IMCZ and the Partner, b) [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz) in case of the Contract concluded between IMSK and the Partner, c) [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz) in case of the Contract concluded between m-HU Internet and Partner, d) [reklamace\\_mp@mall.cz](mailto:reklamace_mp@mall.cz) in case of the Contract concluded between Netretail and the Partner, e) [reklamacije\\_mp@mimovrste.si](mailto:reklamacije_mp@mimovrste.si) in case of the Contract concluded between MIMOVRSSTE and the Partner, f) [reklamacije\\_mp@mimovrste.si](mailto:reklamacije_mp@mimovrste.si) in case of the Contract concluded between IMCRO and the Partner, and it shall deliver to MALL - using this e-mail or otherwise - in case the e-mail form is not objectively viable, any and all information as well as documents related to each Customer's complaint. Even if the Customer complains about the Goods as laid down in Art. 7.3.1 of the GBTC, MALL remains the sole entity in charge of properly and timely settling complaints against the Customer.
- 7.5 If a Customer raises a complaint about the Goods as described in Art. 7.3.2 of the GBTC, MALL shall send the Goods which are subject of the complaint to the address agreed upon in advance with the Partner, or otherwise to Partner's registered office. The Partner shall settle the complaint and send the Goods back to MALL in such a way that the Partner handles the complaint comprehensively, including submission of the result of this complaint to MALL, always within 14 (in words: *fourteen*) calendar days from when it receives the information from MALL about the complaint, or within a shorter period directly proportional to shortened period for the settlement of a complaint at the registered office of MALL according to effective legal regulations. The price for transporting the claimed Goods from MALL to the Partner - i.e. to the address agreed upon in advance with the Partner, or otherwise to Partner's registered office - within the complaint process corresponds to CZK 30 (in words: *thirty Czech crowns*) excl. VAT in case of a transport to the Czech Republic, CZK 100 (in words: *one hundred Czech crowns*) excl. VAT in case of a transport to Slovakia, CZK 200 (in words: *two hundred Czech crowns*) excl. VAT in case of a transport to other any other EU country, and CZK 1,000 (in words: *thousand Czech crowns*) excl. VAT in case of a transport to other non-EU countries, and it



- shall be paid by the Partner, or this may refer to monetary equivalents of these amounts according to the current exchange rates and currency according to the registered office of the relevant MALL with which the Partner will have concluded a Contract. The price for transporting Goods from MIMOVSTĚ to a Partner into the Republic of Slovenia as part of the complaint process amounts to 2 (in words: *two*) euro. If any Customer complaint regarding the Goods is assessed by MALL as justified, the Partner is obliged to bear all costs related to such a complaint.
- 7.6 For the avoidance of doubts, the Contracting Parties agree that MALL has the same rights arising from defects to the Goods or the warranty against the Partner as the Customer has against MALL. If the Customer raises a complaint against MALL, MALL simultaneously raises a complaint regarding the Goods against the Partner. The Partner shall be the one to deal with any complaint regarding the Goods; however, MALL shall decide upon whether this is justified or unjustified. If a Customer exercises rights arising from defects to the Goods or the warranty against MALL, MALL simultaneously exercises the same rights against the Partner. If any complaint is settled by a Customer withdrawing from a contract, MALL shall also withdraw from the contract on the purchase of Goods concluded with the Partner, and in such a case, the Partner shall refund the Purchase price to MALL.
- 7.7 MALL shall not be entitled to transfer to the Partner any rights or obligations, if MALL allows the Customer as a consumer to withdraw from the Goods sale contract and if - in the context of these Goods - the Customer as a consumer does not have the statutory right to withdraw from the contract pursuant to Section 1837<sup>1</sup> of the CC in the case of concluding a Contract by and between IMCZ and the Partner, or a according to a similar legal provision depending upon MALL's registered office.
- 7.8 If the Sale price for the Goods, which are the subject of any IMCZ complaint, remains below CZK 500 (in words: *five hundred Czech crowns*) incl. VAT, then the Partner shall, at IMCZ discretion, replace the Goods, deliver new Goods or issue a credit note for the entire Purchase price of these particular Goods for IMCZ doing so without undue delay, however, no later than within 2 (in words: *two*) working days from when the complaint is raised. If IMCZ files a claim with the Partner on the basis of this Article 7.8 of the General Terms and Conditions for Goods with a Sales Price of up to CZK 200 (in words: *two hundred Czech crowns*) including VAT, IMCZ is not obliged to return the Goods to the Partner to which this claim applies. If MALL concludes a contract, with the exception of IMCZ, this Art. 7.8 of the GBTC shall be applied similarly by the monetary equivalent to CZK 500 (in words: *five hundred Czech crowns*) and CZK 200 (in words: *two hundred Czech crowns*) depending upon the country where MALL's registered office is located and depending upon the current exchange rate according to the place where MALL's registered office is located.
- 7.9 If any authority subsequently discovers a breach of any obligation when dealing with any complaint, then the Partner shall be obliged to compensate MALL for any damage caused to it in connection with such breach of the Partner's obligation when dealing with any complaint.
- 7.10 The Contracting Parties have expressly agreed that MALL shall be entitled to return to the Partner any Goods MALL becomes the owner of which on the basis of a business cooperation with the Partner, without stating a reason, doing so within 35 (in words: *thirty-five*) calendar days since their receipt by the Customer, and the Partner shall issue a credit note for such Goods for MALL in accordance with Art. 8.13 of the GBTC. The Partner agrees with a possible short-term prolongation of the above-mentioned period for the purposes of special MALL marketing campaigns where MALL prolongs - in favour of the Customers - the statutory period for withdrawal from a contract on sale of the Goods concluded between MALL and the Customer and without stating a reason. If MALL returns Goods to the Partner pursuant to this Art. 7.10 of the GBTC, the ownership right to the Goods ceases back to the Partner on the day when the Partner is notified about this return by MALL, and this may happen in any form.
- 7.11 If MALL returns Goods to the Partner regarding which MALL becomes the owner on the basis of a business cooperation with the Partner, and if this happens within 35 (in words: *thirty-five*) calendar days from the date when the Customer receives these Goods, and if these Goods are devalued, the Partner is obliged to issue a corrective tax receipt for these returned Goods. When issuing a corrective tax receipt in accordance with this Article 7.11 of the GBTC, the Partner shall be entitled to reduce the amount paid back to MALL up to the percentage amount according to Appendix No. 4 to these GBTC.
- 7.12 If the Customer withdraws from the purchase contract for the Goods within the 14-day period from acceptance according to § 1829<sup>2</sup> of the Commercial Code, IMCZ is not obliged to return the Goods to the Partner if the Sales Price is up to CZK 200 (in words: *two hundred Czech crowns*). However, the Partner is obliged to issue a corrected tax document for the Goods to MALL upon this withdrawal from the purchase contract for the Goods by the Customer. When concluding the Agreement with the MALL, with the exception of IMCZ, this Article 7.12 of the General Terms and Conditions applies similarly to the monetary equivalent of the currency of CZK 200 (in words: *two hundred Czech crowns*) according to the country of the MALL's residence and the current exchange rate according to the MALL's residence.
- 7.13 The Partner shall furthermore bear all costs connected with the justified return of the Goods by the Customer, e.g., in case when the Customer returns Goods within the statutory period due to justified reasons. The price for the transport of Goods transported by MALL to the partner is [the box has a sum of three sides max. 170 cm (the longest page max. 100 cm) and a maximum weight of 20 kg]: a) CZK 68 (in words: *sixty-eight Czech crowns*) for transport within the Czech Republic, b) CZK 352 (in words: *three hundred and fifty two Czech crowns*) for transport from the Czech Republic outside the Czech Republic, and at the Big Box (consignment failing to meet the parameters of the Small Box): a) CZK 449 (in words: *four hundred and forty nine Czech crowns*) for transport within the Czech Republic, b) CZK 1 615 (in words: *one thousand six hundred fifteen Czech crowns*) for transport from the Czech Republic outside the Czech Republic. When concluding the contract by MALL except IMCZ, this Article 7.13 of the GBTC shall be used similarly with the monetary equivalent of the currency to CZK 200 (in words: *two hundred Czech crowns*) according to the country of the residence of MALL and the current exchange rate according to the residence of Mall. Any other price list for these costs will be determined by an e-mail.
- 7.14 The provisions of this Article 7 of the GBTC shall be applied also on any Goods from sales or Goods replaced due to a defect, unless stipulated otherwise. The provisions of this Article 7 of the GBTC shall also be applied if any general technical standards or consumer protection regulations or regulations for the protection of life and health of third persons related to the Good are breached.

<sup>1</sup> § 1837 OZ: Section 1837 of the CC: A consumer may not withdraw from a contract a) on the provision of services if they have been performed with his prior express consent prior to the withdrawal deadline and if the entrepreneur will have informed the consumer prior to concluding the contract that he shall not be entitled to withdraw in such a case, b) on the goods supply or the supply of a service whose price is subject to fluctuations on the financial market which are beyond the entrepreneur's control and which may occur during prior to the withdrawal deadline, c) on the supply of alcoholic beverages which can only be supplied after thirty days and whose price is subject to fluctuations on the financial market which are beyond the entrepreneur's control, d) on the supply of goods which were customised or personalised, e) on the supply of goods subject to rapid decay, as well as goods which were irreversibly mixed with other goods upon their supply, f) on repair or maintenance work carried out at a place designated by the consumer in its request; however, this does not apply in the case when unsolicited repairs are being done or when unsolicited spare parts are delivered, g) on the supply of sealed goods which were unsealed by the consumer upon supply and which are not suitable to be returned due to hygiene reasons, h) on the supply of audio or video recordings or computer software where the original seal is unsealed upon supply, i) on the supply of newspapers, periodicals or magazines, j) on accommodation, transport, catering or leisure activities where the entrepreneur provides the performances within the specified period, k) concluded on the basis of a public auction in accordance with the statute governing public auctions, or l) on the supply of digital content which is not supplied on a tangible medium if it will have been supplied with the consumer's prior express consent ahead of the withdrawal deadline and if the entrepreneur will have informed the consumer prior to concluding the contract that he shall thereby lose his right to withdraw from the contract.

<sup>2</sup> § 1829 OZ: (1) The consumer may withdraw from a contract concluded in a distance manner or from a contract concluded outside the business premises within a period of fourteen days. Unless otherwise specified, the period ends fourteen days after the date of conclusion of the contract. (2) If the subject of the obligation is the purchase of goods, the period expires fourteen days after the day on which the consumer or a third party designated by him other than the carrier takes over the goods, or a) the last piece of goods, if the consumer orders several pieces of goods within one order, which are delivered separately, b) the last item or part of a delivery of goods consisting of several items or parts, or c) the first delivery of goods, if the contract stipulates regular delivery of goods for an agreed period. (3) If the subject of the obligation is the supply of water, gas or electricity, which are not supplied in a limited volume or in a certain quantity, heat from district heating or the provision of digital content that is not supplied on a material carrier, the period ends with the expiry of fourteen days from the date of closing contracts. (4) If the consumer has not been informed of the right to withdraw from the contract pursuant to Section 1820 paragraph 1 letter i), may withdraw from the contract within one year from the date of expiry of the period according to paragraph 1, 2 or 3. In the event that the entrepreneur has informed the consumer of the right to withdraw from the contract within one year from the date specified in paragraph 1, 2 or 3, the period ends for withdrawal after fourteen days from the day the consumer received the instructions.

## **Article 8 Mutual financial performance**

- 8.1 Any invoicing between the Contracting Parties shall be processed according to the MALL Self-Billing, unless defined otherwise. If the invoicing between the Contracting Parties will not be carried out according to the MALL Self-Billing, then MALL is entitled to charge the Partner with the administrative fee according to Annex No. 1 to these GBTC – Pricelist and Agreed Amount for each individual case, when the invoicing will not be carried out according to MALL Self-Billing, i.e. based upon a request and within the period listed in such a request, otherwise within 14 (in words *fourteen*) calendar days. In case of any invoicing beyond MALL Self-Billing, the MALL Self-Billing procedure shall be applied appropriately as when invoicing in the MALL Self-Billing mode. MALL shall not be entitled to charge the Partner a fee according to Annex No. 1 to these GBTC – Pricelist and Agreed Amount, if the MALL Self-Billing mode is prohibited in the Partner's country of origin according to local laws.
- 8.2 Based upon the Orders recorded in compliance with Art. 5.7 of the GBTC, MALL shall issue a summary tax receipt of the Partner for MALL on behalf of the Partner within the so-called MALL Self-Billing and in compliance with applicable provisions of the VAT Act, based upon which the Partner requires that the summary Purchase price for the Goods be paid by MALL referring to all Orders successfully and validly processed during the relevant Billing period. The tax receipt issued in compliance with this Art. 8.2 of the GBTC becomes due after 14 (in words: *fourteen*) calendar days from the date when the tax receipt is delivered by the Partner.
- 8.3 The Partner undertakes to provide MALL duly and on time with all the data required so that individual tax documents be issued by MALL within the MALL Self-Billing system. Providing the data has to be carried out in compliance with the GBTC and the Contract, i.e., all the data have to be duly inserted and recorded in the Electronic Goods/Orders Management System or in the Partner portal.
- 8.4 MALL shall send issued tax documents within the MALL Self-Billing to the Partner as a summary in the frequency according to the Billing period, and they will be: a) stored in the Partner portal via which the Partner manages the set of the Goods provided in the Electronic Goods/Order Management system (data stored in the Partner portal are available to the Partner via the Electronic Goods/Orders Management System), and also b) sent in an uneditable .pdf format to the Partner via e-mail from a MALL e-mail address to an e-mail address specified by the Partner. The Contracting Parties hereby state that if any discrepancies between a tax receipt stored in the Partner portal and a tax document sent to the Partner via e-mail occur, the tax receipt stored in the Partner portal takes precedence.
- 8.5 The Partner undertakes to accept any and all tax receipts issued by MALL on the Partner's behalf which are in compliance with Art. 8.1 of these GBTC.
- 8.6 The Partner agrees that MALL will be issuing electronic tax receipt based upon the Contract. Electronic tax receipts have to meet the technical requirements listed in valid and applicable VAT laws which refers to in particular, yet not exclusively to the a tax receipt's unmistakability and the impossibility to edit or modify it in any way following its issuance.
- 8.7 The Contracting Parties undertake that only a tax receipt issued by MALL on the Partner's behalf within the MALL Self-Billing shall be considered a single as well as valid tax receipt within the MALL Self-Billing between the Contracting Parties. Furthermore, the Contracting Parties undertake that individual data reported by them in connection with tax receipts in their VAT control statements shall correspond to the data on the tax document issued by MALL.
- 8.8 MALL is entitled to assign an internal reference number to individual tax receipts. MALL shall not be obliged to list a reference number on a tax receipt which would differ from the reference number assigned to the document by MALL.
- 8.9 The Partner undertakes not to issue separately any tax documents within the meaning of this Article 8 of the GBTC against MALL when MALL Self-billing will be used between the Contracting Parties.
- 8.10 MALL is entitled to authorize a third party with issuing tax receipts issued within the MALL Self-Billing according to the GBTC and the Contract.
- 8.11 The Contracting Parties have agreed that Partner's receivables owed to them by MALL and receivables of MALL owed to them by the Partner shall be automatically set off against each other at the moment of their mutual maturity, except for MALL receivables 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 this to the extent of their mutual encounter. Based upon the Contracting Parties' agreement, older receivables shall be set off against each other on the principle of priority over more recent receivables. MALL shall notify the Partner about such a set-off via the Partner portal in the section "Notification about a unilateral set-off of receivables and obligations".
- 8.12 Any balance of receivables which was not subject to the set-off according to Art. 8.11 of the GBTC, shall be paid by the relevant debtor to the other Contracting party via wire transfer within 14 (in words: *fourteen*) calendar days after the flawless tax receipt with this balance of receivables will have been delivered to the relevant debtor Contracting Party. The Contracting Parties declare that if these balances will be paid before this deadline, they will not claim any late payment interests arising from these paid balances of receivables.
- 8.13 As far as the relation to Customer's complaints and returns are concerned, the following shall be applied - i.e. if
- 8.13.1 the Partner does not settle a complaint within the statutory deadline, or if it discovers prior to its expiration that they are unable to remedy a warranty defect regarding the Goods nor to substitute the Goods for the Customer, and if the Customer withdraws from the Contract with MALL for this reason, whereas MALL subsequently withdraws from the partial sale contract with the Partner; or
- 8.13.2 MALL returns the Goods to the Partner according to Art. 7.10 of the GBTC,
- then the Partner shall issue a credit note (corrective tax receipt) to MALL covering the Purchase price of such Goods as well as possible other receivables charged by MALL. If MALL is authorized to issue any and all tax documents pertaining to the mutual supplies according to the MALL Self-Billing, the credit note (i.e. the corrective tax receipt) shall be issued MALL as well.
- 8.14 The Contracting Parties have expressly agreed that MALL shall also be entitled to set off any receivables arising from the credit notes pursuant to Art. 8.13 of the GBTC against its obligations owed to the Partner arising from Partner's invoicing according to Art. 8.1 of the GBTC or another.

## **Article 9 MALL Partner Intellectual Property Rights**

- 9.1 Any and all information about the MALL Partner processes, including functional as well as technical specifications in individual interfaces and data files used for the electronic communication between the Contracting Parties are MALL intellectual property, which the Partner is neither entitled to use for its purposes nor for a third party, nor to make them accessible otherwise for a third party without prior written consent provided by MALL.
- 9.2 MALL hereby declares that functions of any technical interfaces and data files, which the Partner will be using, are its intellectual property and do not infringe any rights of third parties related to their intellectual property.

## **Article 10 Protection of Confidential Information**

- 10.1 For the purposes of the arrangement in this Article 10 of the GBTC, the Contracting Party owning the Confidential information shall be labelled as the Provider, whereas the Contracting Party, to whom the Confidential information will be made accessible, shall be labelled as the Recipient.
- 10.2 The following information shall not be considered confidential according to the GBTC:
- 10.2.1 information that is publicly known or available at the time when this Contract is concluded;
- 10.2.2 information that becomes public knowledge in future, albeit not due to the Recipient's fault;
- 10.2.3 the Recipient will have this information already before it is provided and it will be able to prove it;

- 10.2.4 the Recipient will receive this information on the basis of its own independent activity from a third party and the Recipient will be able to prove this.
- 10.3 The Recipient undertakes to use all the available care to protect the Confidential information, at least within the scope which it uses to protect its own Confidential information.
- 10.4 Either Contracting Party may provide certain Confidential information to third parties within the necessary scope only in the following cases:
- 10.4.1 if it obtains the Provider's written and prior consent to do so, and
- 10.4.2 if it obliges the third party to protect the Confidential information at least within the same scope as it is obliged to do so itself and if it proves this to the Provider.
- 10.5 The Recipient shall use Confidential information solely for the purposes for which it is provided, and the Recipient shall not use it to the detriment of the Provider in one's own favour or in favour of a third party.
- 10.6 The Recipient shall make Confidential information accessible only to its employees as well as other persons, who are working for them beyond the scope of an employment relationship, and for whom this information is necessary to carry out their contractual obligations resulting from the Contract. MALL has the right to provide Confidential Information to all its employees, business partners and companies belonging to the ALLEGRO MALL Group business group yet even considering this provision, MALL shall not be entitled to misuse this information in any way.
- 10.7 The Contracting 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 it is directly imposed to do so by law. However, in this case, the Recipient shall inform the Provider about such requirement in writing before the Confidential information is provided to such a public authority or court, and if the Recipient is prevented to do so due to objective circumstances, it shall inform the Provider as soon as circumstances permit to do so.
- 10.8 All Confidential information remains Provider's property and the Recipient shall immediately return any and all physical carriers containing the Confidential information to the Provider, or destroy them, and it shall delete the Confidential information stored in an electronic form, if requested to do so in writing, and it shall prove this to the Provider.
- 10.9 If the Recipient breaches their obligations related to the protection of the Provider's Confidential information, it is obliged to do the following:
- 10.9.1 fully compensate the Provider for any damage, including the costs associated with averting this damage;
- 10.9.2 give any unjust enrichment to the Provider;
- which occurred in connection with such breach of contractual or statutory obligations.

#### **Article 11 Transfer of personal data**

- 11.1 In connection with the Orders from MALL, MALL provides the Partner with the Customers' necessary identification and contact data, in particular, their first name, surname, address, phone number and e-mail address (hereinafter only referred to as "**Customers' Personal data**").
- 11.2 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 the protection of their legal claims as well.
- 11.3 MALL undertakes to provide Customers' Personal data to the Partner through the Electronic Goods/Orders Management System.
- 11.4 The Partner is obliged to comply with all effective legal regulations and MALL instructions and to comply with the principles of [www.mall.cz/osobni-udaje](http://www.mall.cz/osobni-udaje) when managing, processing or otherwise disposing of the Customers' Personal Data.
- 11.5 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 is obliged to bind these third persons by at least the same obligations to protect Customers' Personal data as are imposed by these GBTC on the Partner.
- 11.6 MALL processes the Personal Data of the Partner, the Partner's employees or other collaborators of the Partner in the scope of identification and contact data (name, surname, telephone, e-mail address, job title, ID number, address) for the purpose of fulfilling MALL's obligations arising on the basis of the Agreement. For this, MALL also uses the services of processors who process this Personal Data according to MALL's instructions, in particular the company Allegro spółka z ograniczoną odpowiedzialnością, with registered office at 60-166 Poznań, Grunwaldzka Street 182, Republic of Poland (KRS 0000635012, REGON: 365331553, NIP: 5252674798 ) and other companies from the ALLEGRO MALL Group.

#### **Article 12 Compensation of damage**

- 12.1 During the performance of the Contract and the GBTC, the Partner undertakes not cause any damage or other harm to MALL by Partner's actions, including, in particular, any damage to the goodwill and reputation of MALL in relation to the Customers or other third parties. The Partner shall indemnify 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 Goods or 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. At the same time, the Partner shall pay any costs caused to MALL in connection with enforcing of Partner's unpaid obligations or other breach of Partner's obligations, in particular legal costs.
- 12.2 If there is any damage caused to 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 MALL is entitled to decide in what proportion it will distribute the damage between the Partner and other entities.
- 12.3 MALL is entitled to demand from the Partner, among other things, the damage (e.g. for the collection of the Goods from the designated delivery point), if the Partner delivers the Goods, even though the Order of Goods in the Electronic Administration of Goods/Orders is canceled before the shipment (prior to the *shipped* status).
- 12.4 MALL is entitled to demand from the Partner a flat-rate reimbursement of costs in the amount of CZK 300 (in words: *three hundred Czech crowns*) for the collection of electrical waste from the Customer, if the Goods are also electrical waste and the Customer requests MALL to collect old electrical appliances for the Goods.
- 12.5 MALL is entitled to demand from the Partner a co-payment of CZK 50 (in words: *fifty Czech crowns*) without VAT, or cash equivalent according to MALL's registered office, in case of late delivery of the Goods to the Customer by the Carrier, if this late delivery is compensated to the Customer by MALL with a gift/discount coupon/voucher.
- 12.6 MALL is entitled to demand from the Partner a co-payment of CZK 50 (in words: *fifty Czech crowns*) without VAT, or cash equivalent according to MALL's registered office, in case of late handover of the Goods to MALL Delivery, if this late delivery is compensated to the Customer by MALL with a gift/discount coupon/voucher.



- 12.7 MALL is entitled to demand from the Partner a flat-rate reimbursement of costs in the amount of CZK 490 (in words: four hundred and ninety Czech crowns), if the Partner provides incorrect data (e.g. VAT) in the Electronic Goods/Orders Administration and MALL corrects these data, e.g. in tax documents for Customer. MALL is entitled to demand this flat-rate reimbursement of costs from the Partner for each individual correction of each tax document or other accounting document for the Customer.
- 12.8 MALL is entitled to demand a flat-rate reimbursement of costs from the Partner up to the amount of CZK 500 (in words: five hundred Czech crowns) if the Partner provides incorrect data (e.g. price data) on the Electronic Goods/Orders Management System and MALL subsequently compensates the canceled order to the Customer with a gift/discount coupon/voucher.
- 12.9 Upon conclusion of the Agreement by MALL, with the exception of IMCZ, this Article 12 of the General Terms and Conditions shall be applied in the same way by using the monetary equivalent of the currency for the amounts specified in this Article 12 of the General Terms and Conditions in Czech crowns according to the country of the MALL headquarters and the current exchange rate according to the MALL headquarters.

#### **Article 13 Promotion of Goods**

- 13.1 The Partner agrees that MALL can promote the Goods in the usual way for MALL, in particular, through newsletters sent to the Customers, advertising banners and other media presentations at discretion of MALL. This provision does not create any obligation of MALL to promote the Goods. Details about the promotion of the Goods may be subject to a separate agreement between the Contracting Parties.
- 13.2 If the Partner provides MALL with any promotion materials together with the Goods, then they state, irrespective of their nature, to have settled all copyrights to these materials and that they are authorized to provide them to MALL, so that MALL will use them for the purpose of the promotion of sales of the Goods, promotion of their brand and cooperation of the Contracting Parties. MALL is also entitled to freely use and change these materials at its discretion without any restrictions, but taking into account the Partner's rights and obligations notified to MALL in advance. The Partner shall be entirely responsible for any violation of any third party right in connection with the use of these materials or their change by MALL.
- 13.3 By signing of the Contract, the Partner grants to MALL an authorization to use their trade name and logo in connection with any promotion of the cooperation of the Contracting Parties and the sold Goods, which may be used in the E-shop in the relevant sections, and also in marketing and promotion materials.
- 13.4 The Partner undertakes to place a logo or text with an interactive link to its e-shop Goods offer defined by MALL on its website, as instructed by MALL.
- 13.5 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 MALL mentioned above, which has to be in advance according to the planned seasonal or other similarly focused activities. MALL shall provide the Partner with a necessary cooperation, in particular, with information about the planned seasonal marketing activities.

#### **Article 14 Duration and Termination of the Contract**

- 14.1 The Contract becomes valid and comes into force on the day of its signing by both Contracting Parties, and shall be concluded for an indefinite period of time.
- 14.2 Either Contracting Party may terminate the Contract by a written notice of termination delivered physically to the other Contracting Party to the address of its registered office or by notice delivered to the other Contracting Party by e-mail - in case of termination by e-mail by the Partner, the notice must be delivered to [operations@mallgroup.com](mailto:operations@mallgroup.com) including notice in an e-mail attachment in PDF format with the signature of the person authorized to act on behalf of the Partner. The notice period is 1 (in words: 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. A written notice pursuant to this Article of the GBTC between the IMCZ and the Partner with its registered office in the Czech Republic is also deemed valid when sent via official data box.
- 14.3 Apart from the conditions mentioned in the Contract and the GBTC, the following applies:
- 14.3.1 Even after termination of the Contract, the Partner shall fulfil their obligations about the Goods accepted by the Customers before the termination of the Contract as they are defined by Article 7 of the GBTC and other articles of the GBTC regulating the rights and obligations of the Partner to the Goods;
- 14.3.2 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 (in words: two) years after termination of the Contract;
- b) provisions on the protection of Customers' Personal data and on the rights to intellectual property remain in force for an indefinite indefinite period of time.
- 14.4 The partner is obliged to fulfil orders submitted before any termination of the Contract, which the Partner did not complete before the termination of the Contract, in compliance with the Contract and these GBTC.
- 14.5 After termination of the Contract, the Contracting Parties shall carry out the mutual financial settlement of the rights and obligations arising from the Contract.

#### **Article 15 Communication of the Contracting Parties and deliveries**

- 15.1 All official notifications in connection with the Contract shall be submitted between the Contracting Parties in a written or electronic (through the Electronic Goods/Orders Management System, Partner portal, e-mail to the email addresses mentioned in the Contract) form.
- 15.2 Every document sent in writing is considered delivered to its recipient no later than on 3rd (in words: third) working day from the day of handover of a registered delivery letter to the postal service provider. Documents sent electronically are considered delivered upon sending, unless it is proven otherwise.
- 15.3 The Contracting Parties undertake to inform the other Contracting Party about any change of their delivery address before the address is changed. The Contracting Parties acknowledge that a breach of this obligations may have the consequences according to Art 15.2 of the GBTC.
- 15.4 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 16 Protection of electronic equipment and the e-shop**

- 16.1 The Partner undertakes to act so as to prevent any interfering with the operation of the Electronic Goods/Orders Management System and the E-shop in order to not limit their functions and to not cause their slowing down and therefore limiting the business activities of MALL. If MALL merely has a suspicion that there is or may be any threat for the Electronic Goods/Orders Management System, the E-shop or other electronic systems or websites of MALL in connection with use of the Electronic Goods/Orders Management System or the authorization key for their use granted to the Partner, then MALL is entitled to restrict or prevent further use of the Electronic Goods/Orders Management

System and the authorization key by the Partner. In this case, MALL shall notify the Partner about such restriction without undue delay, and the Contracting Parties shall initiate negotiations to find a solution and restore the original status according to the Contract and these GBTC without undue delay.

- 16.2 MALL undertakes to inform the Partner about all changes in the Electronic Goods/Orders Management System without undue delay via the Partner portal. Information about a new version of any part of the Electronic Goods/Orders Management System shall always contain a deadline for its implementation by the Partner, which will not be shorter than 3 (in words: *three*) months since publishing of the new version of the Electronic Goods/Orders Management System in the Partner portal
- 16.3 The Partner shall monitor changes of the Electronic Goods/Orders Management System in the Partner portal and implement these changes within the period according to Art. 16.2<sup>666</sup> of the GBTC. After expiration of this period, MALL does not guarantee the support of the old version of the Electronic Goods/Orders Management System.

## Article 17 Other arrangements

- 17.1 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 – SLA of these GBTC (anywhere in these GBTC also referred to as the "SLA").
- 17.2 The Partner is obliged to follow not only the rights and obligations under the Agreement and the GBTC, but also the MALL instructions provided to the Partner by MALL under these GBTC, e.g. by e-mail or at [knowledgebase.mallgroup.com](http://knowledgebase.mallgroup.com), or interpretative instructions specifying the rights and obligations under these GBTC.
- 17.3 By signing of the Contract, the Partner agrees with the transfer of any of their contact information to the Transport company and other members of the ALLEGRO MALL Group for the purpose of possible cooperation with the Partner. The Partner is entitled to withdraw this consent in writing at any time through the contact persons of MALL.
- 17.4 The Partner is not entitled to unilaterally set off their receivables against MALL, unless it is expressly agreed for some particular cases in the Contract and/or the GBTC, or agreed between the Contracting Parties.
- 17.5 The Partner is not entitled to cede any rights and obligations from the Contract or the entire Contract without a written consent of MALL.
- 17.6 The Contracting Parties exclude the option to apply Section 557<sup>3</sup>, Section 1740 (3)<sup>4</sup>, Section 1805 (2)<sup>5</sup>, Section 1978 (2)<sup>6</sup> of the CC and Section 2157<sup>7</sup> of the CC in the case of conclusion of the Contract by the company IMCZ and similar provisions of the laws in the case of conclusion of the Contract by MALL, except for IMCZ.
- 17.7 For the avoidance of doubts, the Contracting Parties expressly confirm that they are entrepreneurs, that they conclude the Contract within their business activity. Upon conclusion of the Contract by the company IMCZ, the Contracting Parties accept the risk of change in circumstances according to Section 1765<sup>8</sup> of the CC. Upon conclusion of the Contract by MALL, except for IMCZ, the Contracting Parties accept the risk of change in circumstances as well according to the statutory provision similar to Section 1765 of the CC of the laws of the country of the registered office of MALL, except for IMCZ. When IMSK concludes the Contract, the possibility of applying Section 356 paragraph 1 of Slovak Act No. 513/1991 Z. z., The Commercial Code, as amended, shall be excluded.
- 17.8 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 (in word: *one*) month at the cost of the partner. The Partner undertakes to deliver to MALL this certificate within 30 (in words: *thirty*) calendar days since the day of validity and force of the Contract at the cost of the partner. If it fails to do so, all Partner's activity within the business cooperation with 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, MALL is entitled to request from the Partner a new certificate of indebtedness that is not older than 1 (in words: *one*) month at the cost of the partner, especially if there are any reasonable doubts on the side of MALL, whether the Partner is still without any debts.
- 17.9 If the Partner becomes an unreliable payer pursuant to the VAT Act (or a potentially risky entity for which there are reasons for deregistration as a VAT payer, within the meaning of other similar regulation valid and applicable in the state where MALL has its registered office), or if there will be initiated proceedings about their inclusion between unreliable payers, the Partner shall notify MALL about this fact within 3 (three) calendar days after the occurrence of such change. At the same time, the Partner shall provide MALL with payment data only for such account, which is opened by a provider of payment services in the state of the registered office of MALL and published by a tax administrator in compliance with Section 109.<sup>9</sup> of the VAT Act, for purposes of payments according to the Contract and these GBTC (if this account is published in accordance with the relevant legislation in force and effective in the territory of the state in which MALL has its registered office). If there is any change of the circumstances mentioned here, or if the Partner does not provide the payment data to MALL in compliance with this Article, or if 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<sup>10</sup> of the VAT Act and pay VAT for taxable supplies to the tax administrator on Partner's behalf at

<sup>3</sup> § 557 OZ: Section 557 of the CC: If a term is used which allows various interpretations, in case of doubt it is to be interpreted to the detriment of the person who will have used the term first.

<sup>4</sup> Section 1740 (3) of the CC: A response with an addendum or a variation which does not substantially alter the terms of an offer constitutes an acceptance of the offer unless the offeror rejects such an acceptance without undue delay. An offeror may exclude acceptance of an offer with an addendum or a variation in advance in the offer itself or in any other way which raises no doubts.

<sup>5</sup> Section 1805 (2) of the CC: A creditor who is unreasonably late with the assertion of his right to have a debt repaid so that the accrued interest equals to the amount of the principal shall lose the right to require further interest. However, he is entitled to further interest from the date on which he asserted his right in court.

<sup>6</sup> Section 1978 (2) of the CC: If a creditor notifies the debtor that he grants him an additional time limit to perform and that there will be no extension thereof, he is conclusively presumed to have withdrawn from the contract upon the expiry of the additional time limit within which the debtor fails to perform.

<sup>7</sup> Section 2157 of the CC: If the parties stipulate other reservations or conditions which allow for a change or extinction of rights and duties under the contract, a reservation or condition is extinguished no later than within one year after the effective date of the contract of sale if it is not asserted within this time limit by the person entitled under the reservation or condition.

<sup>8</sup> Section 1765 of the CC: (1) If there is such a substantial change in circumstances that it creates a gross disproportion in the rights and duties of the parties by disadvantaging one of them either by disproportionately increasing the cost of the performance or disproportionately reducing the value of the subject of performance, the affected party has the right to claim the renegotiation of the contract with the other party if it is proved that it could neither have expected nor affected the change, and that the change occurred only after the conclusion of the contract or the party became aware thereof only after the conclusion of the contract. Asserting this right does not entitle the affected party to suspend the performance. (2) The right referred to in paragraph 1 shall not arise for the party concerned if it assumes the risk of a change in circumstances.

<sup>9</sup> Section 109 of the VAT Act: (1) A Payer who accepts a taxable supply with the place of performance in its country performed by another payer or if it provides a payment for such supply (hereinafter only referred to as the "Recipient of the taxable supply"), is a guarantor of the tax unpaid from this supply, if it knew or could have known at the moment of such taxable supply or payment for such supply that a) the tax mentioned in the tax receipt will not be paid intentionally, b) the payer performing this taxable supply or receiving the payment for such supply (hereinafter only referred to as the "Provider of the taxable supply") has intentionally got or will get into the position that it cannot pay the tax, c) the tax is reduced or the tax advantage is lured. (2) The Recipient of the taxable supply is also a guarantor of the unpaid tax from this supply, if the payment for this supply a) without an economic justification is absolutely clearly deviating from the usual price, b) was provided partially or fully by a cashless transfer to the account opened by a provider of payment services abroad, c) was provided fully or partially by a cashless transfer to other account than the account of the Provider of the taxable supply, which is published by the tax administrator in the manner allowing a remote access, and if the payment for this supply exceeds twice the amount of the amount according to the Act on the restriction of cash payments that must be paid cashless if it is exceeded, or d) was provided partially or fully by a virtual asset according to the laws governing some measures against money laundering and financing of terrorism. (3) The Recipient of the taxable supply is a full guarantor of the tax unpaid from this supply, if there was published the information about the Provider of the taxable supply that it is an unreliable payer at the moment of its performance or payment for it in the manner allowing a remote access. (4) The Recipient of the taxable supply that consist of the supply of fuel by a distributor of fuels according to the laws on fuels is a guarantor of the tax unpaid from this supply, if there is not published the information about the Provider of the taxable supply that it is registered as a distributor of fuels according to the laws on fuels at the moment of its performance or payment for it in the manner allowing a remote access.

<sup>10</sup> Section 109a of the VAT Act: (1) If the recipient of a taxable supply pays the tax for such a taxable supply on behalf of the provider of the taxable supply without being called upon as guarantor, then such a payment shall merely be used in order to pay the tax of the provider of the taxable supply resulting from that taxable supply. (2) The payment for the provider of the taxable supply shall be paid to its tax administrator. Concurrently with the payment from the recipient of the taxable supply carried out in the

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 MALL to tax administrator's account, is considered to be the moment of the payment.

- 17.10 If MALL becomes a guarantor of any Partner's unpaid VAT pursuant to Section 109 of the VAT Act and MALL becomes obliged to pay the outstanding VAT on Partner's behalf and they pay it, then the Partner shall refund to MALL all the costs established in connection with such payment of VAT by MALL on Partner's behalf, which must be within 3 (in words: *three*) calendar days since the day, when MALL asks the Partner to pay these costs.
- 17.11 If other law than the VAT Act is used between the Contracting Parties, then Art. 17.9 and Art. 17.10 of the GBTC shall be applied proportionately.
- 17.12 All rights of the Partner towards MALL expire within 1 (in words: one) year. This expiration period does not apply to the Partner's right to financial performance: a) when invoicing between the Contracting Parties according to MALL Self-Billing, and b) MALL does not provide the Partner with the necessary documents to issue a proper tax document (invoice) and at the same time Partner sends a request to MALL for getting these documents within 1 (in words: one) year from the moment he could first apply for these documents. For the avoidance of any doubt, the Contracting Parties exclude the possibility of applying § 629 of the Civil Code to any right of the Partner towards MALL.

## Article 18 Final Provisions

- 18.1 These GBTC are effective for the Contracting Parties since the day of conclusion of the Contract. On 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.
- 18.2 At any time during the force of the Contract, 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 MALL to the Partner through the Partner portal or via e-mail, no later than within 10 (in words: *ten*) days before the these modified GBTC or any of its Annexes become effective. If the Partner does not agree with the modification of these GBTC, the Partner may terminate the Contract until these new GBTC become effective. In this case, the Contract is terminated on the day when these new GBTC become effective.
- 18.3 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 generally applicable laws that are valid in the state of the registered office of MALL. By signing the document, the Contracting Parties express their consent that the Contract and rights and obligations arising from it shall be governed by the laws of the registered office of MALL 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 Contracting Parties to other laws than the laws of the registered office of MALL. Agreement on the governing law according to this Article 18.3 of the GBTC shall not affect such provisions of the laws from which it is not possible to contractually deviate
- 18.4 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.
- 18.5 All disputes arising from the Contract concluded by the Company on behalf of MALL either IMCZ or IMSK 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. The choice between the general court according to the registered office of IMCZ or IMSK or the arbitral tribunal according to the previous sentence is always up to MALL. In case of disputes arising from the Contracts concluded by MALL, except for the company IMCZ and IMSK, the court according to the registered office of MALL is competent.
- 18.6 The following documents form an integral part of these GBTC
- Appendix No. 1 - Price list and Agreed amount
  - Appendix No. 2 - SLA
  - Appendix No. 3 - MALL Delivery price list
  - Appendix No. 4 - Percentage reduction of the amount paid to MALL via a corrective tax receipt according to Article 7.11 of the GBTC
  - Appendix No. 5 - General terms and conditions of the Forwarding Contract applicable to a MALL Partner cooperation
- 18.7 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.
- 18.8 These GBTC are executed in the official languages of the country where the registered office of MALL is located and also in English. In case of any conflicts, the language version of the Contract according to the official language of the registered office of MALL with whom the Partner has concluded the Contract and which is being performed prevails.
- 18.9 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 in each individual case.
- 18.10 These GBTC become valid and enter into force on 1. 2. 2023.

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manner published by the tax administrator, it shall indicate a) identify the provider of the taxable supply, b) tax for which the payment is intended, c) identify the recipient of the taxable supply, d) date of taxable supply or the day when the payment from the provider of the taxable supply is received. (3) If the payment on behalf of the provider of the taxable supply is processed without indicating the date on which the taxable supply takes place or when the payment is received, the date when the tax administrator receives the payment shall be considered to be such a date. (4) The amount paid for the provider of the taxable supply shall be accepted and recorded in his personal deposit account. On the due date of the tax, this amount shall be transferred to the personal tax account of the provider of the taxable supply with the payment date being this date; if the payment is made later, it shall be transferred to the personal tax account with the payment date being recorded in the personal deposit account. (5) If the tax for which the payment is intended will have been paid entirely or partially, the amount transferred from the personal deposit account or the part thereof shall be used as tax payment on the personal tax account of the provider of the taxable supply.

## Appendix No. 1 - Price list and Agreed amount

### MALL Partner service Price list - flat rates and fees (all prices are excl. VAT)

Name:	Description	Frequency	CZ	SK	HU	HR	SI
<b>Flat financial performance for connection to the MALL interface</b>	XML, API integration, e-shop plugin	Monthly rate per Partner ID	CZK 990	40 EUR	12,000 HUF	280 HRK	40 EUR
	Other interfaces and data structures	Monthly rate per Partner ID	CZK 290	12 EUR	3.800 HUF	80 HRK	12 EUR
<b>Price for processing the Goods by MALL</b>	At the Order status (DELIVERED)	Per Order	CZK 9	0.4 EUR	120 HUF	2.5 HRK	0.4 EUR
<b>Price for invoice administration in the country where the Self-Billing Process is legal, and not applied by the Partner</b>	Per invoice or corrective tax receipt document issued by the Partner *	Per invoice issued by the Partner	CZK 990	40 EUR	0 HUF**	0 HRK**	0 EUR**

\* per calendar month, MALL is entitled demand a maximum fee of CZK 4,950 from the Partner (in words: *four thousand nine hundred and fifty Czech crowns*) or cash equivalent according to the currency of MALL's registered office

\*\*countries where MALL Self-Billing is not permitted by law. Upon the legalization of MALL Self-Billing in these countries, a new fee will be defined by MALL if the Partner does not authorize MALL to use Self-Billing.

The Partner pays the individual flat financial performances within each contractual relationship with MALL according to the registered office of MALL.

## Agreed amount - percentage calculated according to the Sales Price excl. VAT

The Goods categorization according to this price list applies between IMCZ and the Partner. The Goods categorization stipulated by MALL (except IMCZ) is applicable between MALL (except IMCZ) and the Partner, taking into account the logic and meaning of this price list. The Partner is obliged to place the Goods in the Electronic Goods/Orders Management System according to the categorization stipulated by MALL.

Category	Subcategory	Agreed amount
Automotive		15 % of the Sale Price
Automotive	Tires and wheels	8 % of the Sale Price
White goods (large)		12 % of the Sale Price
Home appliances		14 % of the Sale Price
Household		17 % of the Sale Price
Household	Furniture, mattresses	15 % of the Sale Price
drugstore		18 % of the Sale Price
Movies		15 % of the Sale Price
Movies	Movie clothes	18 % of the Sale Price
Movies	Movie subjects	15 % of the Sale Price
Image:		12 % of the Sale Price
Game zone		12 % of the Sale Price
Game zone	Game accessories	15 % of the Sale Price
Game zone	Game items and accessories	15 % of the Sale Price
Game zone	Gaming clothes	18 % of the Sale Price
Hobby and garden		16 % of the Sale Price
Hobby and garden	Battery tools	12 % of the Sale Price
Music		15 % of the Sale Price
Musical instruments		12 % of the Sale Price
Pet Supplies		18 % of the Sale Price
Books		15 % of the Sale Price
Books	Dictionaries, textbooks	10 % of the Sale Price
Beauty and perfumes		15 % of the Sale Price
Beauty and perfumes	Erotic goods	18 % of the Sale Price
Beauty and perfumes	Perfumes	12 % of the Sale Price
Cellphones, navigation		8 % of the Sale Price
Cellphones, navigation	SMART	15 % of the Sale Price
Cellphones, navigation	Cellphone accessories	15 % of the Sale Price
Clothes, fashion		18 % of the Sale Price
Clothes, fashion	Jewelry and watches	18 % of the Sale Price
PC, laptops and office		8 % of the Sale Price
PC, laptops and office	Office supplies	15 % of the Sale Price
PC, laptops and office	PC accessories, accessories for computers, cash registry systems, tablets, printers and scanners, consumables for printers and scanners, projector screens, network elements	10 % of the Sale Price
PC, laptops and office	Bags, backpacks	18 % of the Sale Price
Food and beverages		15 % of the Sale Price
For kids		20 % of the Sale Price



For kids	Toys	20 % of the Sale Price
For kids	Children's room, children's cosmetics	15 % of the Sale Price
For kids	For mums	18 % of the Sale Price
Sports, outdoor		16 % of the Sale Price
Sports, outdoor	Sportswear	18 % of the Sale Price
Sports, outdoor	Fishing tackle	15 % of the Sale Price
Sports, outdoor	Fishing clothes, shoes and accessories	18 % of the Sale Price
Sports, outdoor	Fishing tackle - boats, equipment therefor	10 % of the Sale Price
Sports, outdoor	Cyclo	12 % of the Sale Price
Sports, outdoor	Cycling clothes	18 % of the Sale Price
Sports, outdoor	Scooters, electric scooters	15 % of the Sale Price
Sports, outdoor	Vitamins, minerals, antioxidants	15 % of the Sale Price
Television and audio	Weather stations, thermometers	15 % of the Sale Price
Television and audio	car HiFi, AV receivers, wireless speakers, dictaphones, HiFi and turntables, cables, microsystems, mini systems, MP3 / MP4 players, radios, clock radios, radio cassette recorders, speakers, headphones, soundbars, home cinemas	15 % of the Sale Price
Television and audio	Antennas, Blu-ray and DVD players, multimedia centers, power cables, power supply, video accessories, satellite technology, set-top boxes, televisions	8 % of the Sale Price
Experience vouchers		8 % of the Sale Price
Health.		15 % of the Sale Price
Other		20 % of the Sale Price

## Annex no. 2 - SLA

Any and all times indicated here relate to working days according to the registered office of MALL with which the Contract is concluded. The decisive (observed) period regarding a given parameter is one calendar month, unless MALL stipulates another decisive (observed) period.

Type	SLA	Limit	Definition
Orders	<b>confirmation regarding the preparation of the Order for sending or cancelling an Order</b>	within 24 h	status change time from OPEN towards SHIPPING or CANCELED
Orders	<b>Delivery confirmation (or return by the Customer)</b>	within 24 hours upon the status change at the Carrier	status change time from SHIPPED (Order is being transported) to DELIVERED or RETURNED
Orders	<b>Cancel Rate - number of cancelled Orders</b>	max. 1,5 % of all Orders	ratio of Orders cancelled by the Partner (CANCELED status entered) and Orders cancelled by the Customer in case of late delivery against all Orders established which pass the OPEN status) within the monitored period
Orders	<b>On-Time Delivery - meeting the delivery date of the Goods</b>	min. 90% of all Orders	number of Orders that have been delivered by the indicated delivery date (delivery_date) within the observation period
Orders	<b>Tracking Rate - filling in the Order tracking data</b>	min. 90% of all Orders	number of Orders where tracking data have been added (tracking URL and tracking number), only Orders switched to the SHIPPED status within the monitored, which are not delivered via MALL Delivery
Orders	<b>Error status - incorrectly entered final status of an Order</b>	0.5% of Orders	ratio of all Orders with an improperly entered final balance against all Orders within the monitored period (e.g. order with the status DELIVERED set to CANCELED)
Complaint	<b>number of complaints</b>	max. 3% of sold items of Goods	Number of complaints procedures within the observation period
Finance	<b>issue a credit note in cases of complaints or returns of goods</b>	within 2 weeks from physical return goods	issuing an accounting document which is correct from the materials and formal point of view
Communication	<b>reaction/response time limit to a request from ALLEGRO MALL Group</b>	within 24 hours from when the ALLEGRO MALL Group call center request is received	maximum time for a relevant response to a request reported by a ALLEGRO MALL Group company

### Appendix No. 3 - MALL Delivery price list

The prices are listed in CZK or EUR excl. VAT and apply only to transport in the Czech Republic or only to transport in the Slovak Republic.

<b>MALL Delivery - price list</b>
The price of transport for the Customer, including cash on delivery, is determined by MALL. Financial performances between the Contracting Parties within MALL Delivery may be regulated by a separate agreement.

<b>Price list</b>	
Picking up shipments at the Partner's central warehouse in the Czech Republic (all working days except holidays)	CZK 1,950 excl. VAT per month  (in relation with the Partner warehouse's distance availability, the price may be higher)
Picking up shipments in the Partner warehouse in the Slovak Republic (all working days except holidays)	79 EUR excl. VAT per month  (in relation with the Partner warehouse's distance availability, the price may be higher)
Sent by the partner at the posting branch	CZK 0 / EUR 0

**Appendix no. 4**  
**Percentage reduction of the amount paid to MALL via a corrective tax receipt**  
**according to Article 7.11 of the GBTC**

	<b>Decrease percentage</b>
<p>Damaged packaging - usually, the packaging is not subject to the purchase contract. Consequently, the Customer is not obliged to return the Goods in the same packaging in which it received them.</p> <p>Exception: collector's editions, limited editions etc.</p> <p>This also applies to Goods the value of which exceeds CZK 5,000 excl. VAT.</p>	0 %
Minor dirt - dust - can be easily wiped off (e.g. dust and glue concentrations after removing a label)	5 %
Dirt/component exchange - easy component exchange for goods (e.g. a damaged/dirty cable)	10 %
Traces of usage - does not affect the function - usual wear and tear due to the Customer (e.g. hair scratches on the display etc.)	15 %
Damage - functional impact - the product does not fulfill any of its functions (e.g. wireless speaker - non-functional FM signal reception)	20 % - 30 %
Incomplete accessories	25 %

## Appendix no. 5

# General terms and conditions of the Forwarding Contract applicable to a MALL Partner cooperation

### 1. INTRODUCTORY PROVISIONS

- 1.1. These general terms and conditions (hereinafter only referred to as “**Conditions**”) govern the rights and obligations arising related to or on the basis of a forwarding contract between the company **Internet Mall, Inc.**, ID: 262 04 967, with its registered office at U Garáže 1611/1, Holešovice, 170 00 Prague 7, Czech Republic (hereinafter only referred to as “**IMCZ**”), in accordance with the provisions of Section 1751 paragraph 1 of the Civil Code, or the company **Internet Mall Slovakia sro**, ID: 35 950 226, with its registered office at Galvaniho 6, Ružinov district, 821 04 Bratislava, Slovak Republic (hereinafter only referred to as “**IMSK**”), in accordance with the provisions of Slovak legal regulations, and the Principal

### 2. DEFINITION AND INTERPRETATION

- 2.1. For the purposes of these Terms and Conditions, the following capitalized terms shall have the meanings listed below:
- 2.1.1. **Application**: web application operated by the Forwarder at <https://partners.mallgroup.com/en/> or a set of functions, interfaces and data structures used for electronic communication between the Contracting Parties when processing Orders (API), the Principal uses to make Orders, print shipping labels, enter cash on delivery data, or otherwise manage its Shipments;
- 2.1.2. **Confidential information**: in particular, yet not exclusively, the content of the Forwarding Contract, as well as any business, organizational, financial, property, marketing or other related data or information concerning the Forwarding Contract, the Forwarder, the Principal, persons belonging to the Forwarder's or Customer's business group or its business partners, which is not publicly available, irrespective of its form, designation or whether its publication is liable to harm the entity to which the information or data relates;
- 2.1.3. **International shipment**: Shipment transported to an address located beyond the territory of the Czech or Slovak Republic;
- 2.1.4. **Package**: a separate Shipment part (e.g. carton, box) registered under a unique number defining its affiliation to the Shipment and a serial number in the entire Shipment;
- 2.1.5. **Order**: the Principal's act with the purpose of ordering the Transport Services from the Forwarder;
- 2.1.6. **Civil Code (CC)**: Act No. 89/2012 Coll., Labour Code, as amended
- 2.1.7. **Transport manual**: the Forwarder's transport manual containing in particular instructions for establishing the Order and further instructions for packing and marking the Shipments. The Transport Manual forms Annex No. 1 to these Conditions;
- 2.1.8. **Recipient, or Customer**: the person authorized to take over the Shipment, which the Forwarder as the Principal has marked on the packaging of the Shipment (transport label);
- 2.1.9. **Principal, or Partner**: a legal or entrepreneurial natural person who has entered into a Forwarding Contract with the Forwarder as a Principal. The Principal is designated in the Agreement as a Partner;
- 2.1.10. **Framework Forwarding Contract**: a forwarding contract or a transport contract in the sense of the relevant provisions of the Civil Code concluded between the Forwarder and the Principal. The Framework Forwarding Contract may be concluded in paper form, but also by means of remote communication (e.g. by e-mail);
- 2.1.11. **Contract**: The Framework Contract on MALL Partner Business Cooperation concluded between the Forwarder and the Principal, the subject matter of which is stipulating the basic framework terms and conditions for the mutual business cooperation based upon expanding the Forwarder's E-shop assortment by the Principal's goods offer by concluding individual partial contracts between the Contracting Parties based upon which the Principal shall be obliged to deliver the Goods to the Forwarder and the Forwarder shall be allowed in turn to acquire the ownership right to these Goods while the Forwarder shall be obliged to pay the Principal for the delivered goods in compliance with the terms and conditions of the Contract and these GBTC.
- 2.1.12. **Contractual carrier (e-shipping)**: a person other than the Forwarder which may be entrusted with delivering the Shipments (intermediate forwarder);
- 2.1.13. **Contracting parties**: hereinafter jointly referred to only as the Forwarder and the Principal;
- 2.1.14. **GBTC**: ALLEGRO MALL Group General Terms and Conditions for a MALL Partner business cooperation, including all their appendices, with the GBTC being a separate appendix to the Contract;
- 2.1.15. **Handover**: handing over the Shipment to the Recipient at the first lockable door of the building located at the address indicated on the shipping label or at another dispensing point designated by the Recipient;
- 2.1.16. **Domestic Shipment**: A Shipment the Transport of which takes place exclusively on the territory of the Czech Republic and the Slovak Republic;
- 2.1.17. **Forwarder, or MALL**: IMCZ or IMSK. The Forwarder is labelled as MALL in the Contract;
- 2.1.18. **Forwarding contract**: a forwarding contract or a transport contract in the sense of the relevant provisions of the Civil Code concluded between the Forwarder and the Principal based upon the Framework Forwarding Contract by the Forwarder accepting the Order. Individual Forwarding Contracts shall be concluded between the Principal and the Forwarder via remote communication means using the Application, or otherwise;
- 2.1.19. **Transport services**: services provided by the Forwarder according to the Forwarding Contract according to the mode stipulated by the CC, which consists in arranging for the transport of the Shipment on behalf of the forwarder and paid by the Principal, including the Issuance of the Shipment;
- 2.1.20. **Shipment**: an item taken over by the Forwarder to be transported, consisting of one or more Packages, which are intended for one Consignee and registered by the Shipper under the same Shipment number;
- 2.1.21. **VAT Act**: Act No. 235/2004 Coll., on value added tax, as amended.

### 3. GENERAL PROVISIONS

- 3.1. Provisions deviating from these Conditions may be agreed upon in the Framework Forwarding Contract or in the Forwarding Contract. Deviating provisions in the Framework Forwarding Contract or in the Forwarding Agreement take precedence over the provisions of these Conditions.
- 3.2. The Forwarder may change or supplement the wording of these Conditions. The Forwarder shall notify the Principal about changes in these Conditions at least 10 (in words: *ten*) days before the change becomes effective. If the Principal does not agree with the changed Conditions, it has the right to terminate the Framework Forwarding Contract based upon a written notice sent to the Forwarder within 10 (in words: *ten*) days from when the Forwarder's notification about the change of the Conditions will have been delivered and the Framework Forwarding Agreement shall be terminated on the day when the change of the Conditions took effect.
- 3.3. The Forwarding Contract, which has the character of a one-off performance, shall always be governed by the wording of the Conditions valid on the day when the Forwarding Contract is concluded.
- 3.4. The Forwarder reserves the right to reject the transport of any Shipment upon its sole discretion. The Forwarder reserves this right especially for cases when the Principal's subject of business or activity is, at the Forwarder's discretion, in conflict with good morals, the law, or in conflict with the Company's corporate values.
- 3.5. Any Shipment remains the Principal's property when transporting a Shipment under the Forwarding Contract During the transport, the Principal may handle a Shipment according to the Forwarding Contract as its owner. Handing over the Shipment to the Forwarder for transport in accordance with the Forwarding Contract, does not constitute any delivery of the Shipment according to Section 13 (1) of the VAT Act.



#### 4. CONCLUSION OF THE FORWARDING CONTRACT

- 4.1. The Forwarding contract is concluded:
  - 4.1.1. in writing; or
  - 4.1.2. at the moment of an unconditional acceptance of the Order by the Forwarder;
  - 4.1.3. tacitly at the moment when the Shipment is handed over by the Principal and when the Shipment is taken over by the Forwarder to be transported. The record created by scanning the shipping label or the handover protocol represents a document proving that the Shipment had been received.
- 4.2. By concluding the Framework Forwarding Contract, the Principal agrees with the wording of these Conditions and undertakes to comply with them.
- 4.3. The Forwarder is entitled to request that he get a written order to arrange for the transport, if the Forwarding Contract is not in writing.
- 4.4. The option to accept an offer with an amendment or a deviation in accordance with Section 1740 (3) of the Civil Code is excluded, such an acceptance is always considered a new offer. If the Forwarder does not object to disputable, contradictory or additional conditions attached by the Principal to the acceptance of the offer, this inaction shall neither be considered as the Forwarder's consent to the conditions attached by the Principal, nor a waiver of the provisions within these Conditions.

#### 5. SHIPMENT PACKAGING AND LABELING

- 5.1. Shipments are classified into size categories according to weight and volume, depending upon which has the higher value.
- 5.2. Unless expressly agreed upon otherwise in the Freight Forwarding Contract, the Forwarder shall accept only consignments which meet the following parameters: length of the longest edge of the Package max. 100 cm, sum of the length of three sides of the Package max. 170 cm, maximum Package weight 20 kg.
- 5.3. The Principal is obliged to properly pack each Package so that its content is secured against damage and against movement inside the package and has to mark it with a shipping label. The rules for proper packaging and marking Shipments with shipping labels are given in the Shipping Manual.
- 5.4. The Principal is in charge of providing that the Shipment is properly marked and packed in accordance with the stipulated by the Transport Manual. Furthermore, the Principal is in charge of the accuracy of the information provided on the shipping label, as well as for the shipping label print quality label and the barcode readability. If any Package is not correctly marked, or if the barcode is illegible, the Forwarder is entitled to do the following:
  - 5.4.1. Relabel the Package at the expense of the Principal; or
  - 5.4.2. refuse to add the Shipment to the delivery and to withhold it until the next working day or until the Principal relabels it.
- 5.5. If the Shipment exceeds the maximum dimensions, weight, the cash on delivery amount or other parameters listed in these Conditions or the Transport Manual, the Forwarder is entitled to refuse its transport.

#### 6. SHIPMENTS EXCLUDED FROM TRANSPORT

- 6.1. Unless otherwise agreed upon with the Forwarder, the following Shipments as well as Commodities shall be excluded from Transport and providing for it:
  - 6.1.1. exceeding a value of CZK 30,000 or the equivalent in EUR;
  - 6.1.2. those which are not protected or packaged in the manner stipulated by the Transport Manual (in particular with regard to their weight, shape and the nature of the contents, in particular fragility etc.);
  - 6.1.3. those where the necessary data on the Principal or the Recipient are missing, or where a P.O.BOX is stated as the address for handing out the Shipment;
  - 6.1.4. those which are not secured against movement inside the package;
  - 6.1.5. those which are obviously damaged;
  - 6.1.6. Shipments the packages of which consist of pallets of goods;
  - 6.1.7. items of particularly high value (items exceeding the value according to Article 6.1.1 of these Conditions are considered to be of particularly high value), especially precious stones, pearls, jewelery, precious metals, works of art, antiques, collections;
  - 6.1.8. banknotes, coins, stamps, checks, payment and other cash cards, securities and other valuables, mobile phone vouchers, motorway vignettes, lottery tickets and operators' telephone cards, vouchers and tickets etc.;
  - 6.1.9. those where the contents of which may damage property or cause harm to human or animal health (in particular, yet not limited to, explosives, weapons, ammunition and military equipment, narcotics and psychotropic substances, low flash point combustibles, poisons, radioactive substances, caustics, gases and liquids in pressure vessels etc.) and Shipments, the contents of which are subject to Act No. 356/2003 Coll., on Chemical Substances and Chemical Preparations, as amended, and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Agreement);
  - 6.1.10. those exceeding one of the Shipment parameters specified in the Transport Manual;
  - 6.1.11. fire extinguishers,
  - 6.1.12. excise commodities (strong alcohol and cigarettes);
  - 6.1.13. counterfeits or objects infringing with intellectual property rights of third parties;
  - 6.1.14. glass or other goods (or parts thereof) made of glass, porcelain or cast iron, earthenware and other products of similar materials or products containing objects and substances which are fragile or easily get damaged, even if the instructions for special Shipment handling are observed, including alcohol and other expensive liquids or substances in glass bottles or similar fragile containers, and similar articles;
  - 6.1.15. TVs or monitors larger than 37" or curved TVs;
  - 6.1.16. new and used accumulators or any other batteries containing corrosive substances;
  - 6.1.17. those containing paints, adhesives or other liquid substances that may get damaged during transport or which may damage or devalue other Shipments or the Forwarder's equipment;
  - 6.1.18. those containing live animals or human and animal remains, parts of bodies or organs, medical supplies (blood samples and derivatives, infusions), waste and similar articles;
  - 6.1.19. those containing articles subject to some of the special arrangements (suspensive duty-free arrangements and arrangements having an economic impact) according to Council Regulation (EEC) No 2913/92, as amended;
  - 6.1.20. those containing objects which need to be specially protected or which need to be treated in a special way;
  - 6.1.21. those containing articles and substances subject to temperature changes, such as food, live plants, perishable goods and similar items;
  - 6.1.22. those containing other objects and substances which require that the vehicle be specially adapted that special transport conditions be established in accordance with effective regulations or specific circumstances;
  - 6.1.23. those whose nature, content, appearance, characteristics, forwarding manner or possession or handling thereof is unlawful or prohibited, in particular with respect to security, public order and the rights of third parties;
  - 6.1.24. if any of the participating parties is subject to UN sanctions, or national, local or autonomous restrictions or embargoes;
  - 6.1.25. a bundle of multiple Packages connected by tape or stretch foil or otherwise joined, where there is a risk of disintegration into individual Packages without each Package being marked with a transport label.
- 6.2. In case of shipments which are excluded from transport, the forwarder shall accept them for transport only if he will have given his prior written consent. For the purposes of determining whether there is a Shipment that is excluded from transport, the Forwarder is entitled to inspect, including its contents. The Principal is obliged to compensate the Forwarder the costs incurred by the Forwarder in connection with transporting such a Shipment.
- 6.3. Shipments which are excluded from the Transport shall be transported at the Principal's own risk. This even applies to cases where the Forwarder will have given his consent that such a Shipment be transported. The Forwarder does not provide for any special treatment of the Shipments.

- 6.4. If the Principal hands over a Shipment to be transported which is excluded from Transport and if it does so without obtaining the Forwarder's written consent in advance, the Forwarder shall not be liable for any damages incurring in connection to the Carriage of the Shipment. The Principal is obliged to compensate all costs associated with the Transport to the Forwarder, including compensation for any damage or non-property damage incurred in connection with such Shipment or to a third party, both regarding property and health.
- 6.5. Accepting the Shipment for Transport does not mean that the Forwarder rejects its right to refuse to transport the Shipment if it has a reasonable suspicion at a later point that the Shipment does not meet the Conditions according to these Conditions. In such a case and after informing the Principal at his expense, the Forwarder shall be entitled either to hand out the Shipment to the Recipient or to return it to the Principal, or to handle the Shipment otherwise, including the disposal thereof as a last recourse in order to prevent any damage or risks.

## 7. SHIPMENT TRANSPORT AND ISSUE OF SHIPMENT

- 7.1. The Principal shall make the Order in writing via the Application or in another manner stipulated in the Framework Forwarding Agreement.
- 7.2. The Principal is obliged to pass only true data about the Shipment to the Forwarder, i.e. regarding its dimensions, weight and value. If the Shipment value exceeds CZK 30,000 – or the equivalent in EUR excluding VAT – the Principal shall be obliged to insure the Shipment at its own expense.
- 7.3. The Principal is obliged to inform the Forwarder about the Shipments subject to preliminary export control and provide it with information as well as required documents regarding the compliance of such Shipments with the relevant regulations.
- 7.4. If there is any license or permit required for exporting or importing the Shipment, the Principal shall provide for such license and permit at its own expense. Simultaneously, by submitting such a Shipment to be transported, the Principal declares that the Recipient is a person authorized to Issue the Shipment according to the Principal's, the Recipient's jurisdiction or depending upon any other affected jurisdiction.
- 7.5. The Forwarder is entitled to check at any time whether the data provided by the Principal about the Shipment are true. If the contrary happens, the Forwarder is entitled to modify the Shipment data, especially regarding the dimensions or weight of the Shipment.
- 7.6. The Forwarder shall accept a Shipment to be transported at the place agreed upon in the Forwarding Agreement. If the Principal hands over the Shipment for transport through a third party [e.g. Contractual carrier (e-transport)], the Principal is obliged to hand over such a Consignment for transport at any available filing branch.
- 7.7. The Principal expressly acknowledges that the person accepting the Shipment to be transported on behalf of the Forwarder does not check upon whether it complies with the conditions specified in the Framework Forwarding Agreement, the Forwarding Agreement or these Conditions, especially in relation to packaging and labelling requirements. Accepting an improperly marked or packaged Shipment cannot be considered as the Forwarder's consent to such an incorrect marking of the Shipment or defective packaging.
- 7.8. The Forwarder is entitled to rely on a Contractual Carrier (e-transport) in order to transport the Shipment.
- 7.9. The Forwarder shall make reasonable efforts to provide for the Shipment being issued within the estimated delivery time. However, the Forwarder does not guarantee that this period be observed. Any Forwarder statements in relation to the Shipment date and time of delivery are made merely for information purposes and are not binding on the Shipper.
- 7.10. The following items shall not be added to the expected delivery:
  - 7.10.1. time required for customs inspections, inspections carried out by competent state authorities, correcting erroneous customs documents etc.;
  - 7.10.2. the period during which the delay last - caused by an extraordinary event, force majeure or operationally caused circumstances, as well as other circumstances that the Forwarder was unable to avert or anticipate, if this event has a direct or indirect impact on the Forwarder's obligations resulting from the Forwarding Agreement;
  - 7.10.3. non-working days;
  - 7.10.4. the period during which the Recipient is in arrears with taking over the Shipment.
- 7.11. The Forwarder shall procure for the Shipment to be handed over to the Recipient at the address indicated on the shipping label, or at the relevant dispensing point. In the case of personal pick up If the Issue address is indicated improperly, the Forwarder is entitled (but not obliged) to make efforts in order to find the correct address.
- 7.12. In case of reasonable doubts, the Forwarder shall be entitled to request proof of the Recipient's identity or of the person acting on behalf of the Recipient, as well as its authorization to act on behalf of the Recipient. The Forwarder shall not be liable for any Shipment Delivery delay arising from the fact that the person acting as the Recipient or the Recipient's representative refuses to prove its identity or the authorization to act on behalf of the Recipient. If the Forwarder does not have reasonable doubts regarding the identity or authorization of such a person to act on behalf of the Recipient, then the Forwarder is entitled to hand over the Shipment to such a person at the place of Issue.
- 7.13. The Shipment shall be issued to the Recipient based upon a confirmation of receipt of the Shipment upon a signature of the Recipient or the person acting on behalf of the Recipient to be entered into a portable electronic scanning device or on a document designated for this purpose. If the Shipment is to be issued to the Recipient via the Shipper's place of issue, the Forwarder shall hand over the Shipment to the Recipient upon it showing a Forwarder-generated issue PIN code regarding the Shipment.
- 7.14. If the Shipment is not issued in the first attempt, the Shipper shall arrange for a second issue attempt as soon as possible. If this attempt is unsuccessful as well, the Recipient shall be informed about the option to pick up the Shipment at the Forwarder's nearest warehouse within 7 calendar days from the date on which the Shipment will have been deposited at the Shipper's point of Issue. If the Principal hands over the Shipment for transport via the Forwarder's point of issue, the Shipment shall be returned to the Principal via the point of issue where the Shipment will have been handed over for transport. The Principal will be informed about this via SMS or e-mail. The Principal is obliged to pick up the Shipment no later than 5 calendar days from receiving it at the point of Issue. Upon the deadline for picking up the Shipment elapsing, the Shipment will be returned to the Principal, i.e. to its correspondence address. However, this does not affect any of the Forwarder's entitlements in relation to the Principal in full amount, including any surcharges or other fees according to Appendix No. 3 to the GBTC related to returning the Shipment to the Forwarder, such as, yet not limited to, storage, re-labelling, sorting, return fees.
- 7.15. If the Recipient does not pay the COD fee upon the issue for the first Issue attempt, the Shipment shall be left at the Forwarder. The Forwarder shall arrange for a second Issue attempt as soon as possible.
- 7.16. If the Recipient of the Shipment refuses to take over the Shipment, no further Issue attempts will be made.
- 7.17. If this does not infringe with Shipment's nature (e.g. Cash on Delivery), the Forwarder shall be entitled at any time and upon its sole discretion to decide that in order to protect the health of the Forwarder's employees, the Shipment will be issued relying on a contactless mode. In such a case, the Forwarder's employee arranges with the Recipient by telephone and/or via SMS that the Shipment will be delivered to a place to be agreed upon and left there, without being physically handed over to the Recipient, or its identity verified and without the Recipient confirming the receipt in writing the receipt of the Shipments in accordance with these Terms and Conditions. The Forwarder's employee will take a photograph of the Shipment delivered to the agreed place as proof of delivery having delivered Shipment. Upon delivery to such a place, the Shipment is duly delivered and neither the forwarder nor the Contractual Carrier shall be liable for damages caused to it.

## 8. CUSTOMS CLEARANCE OF SHIPMENT

- 8.1. By handing over the Shipment for transport, the Principal appoints the Forwarder as its representative for the purposes of the customs clearance procedure related to the Shipment and confirms that the Forwarder is authorized to provide for this procedure via the Forwarder's subcontractor within the scope of representing the Principal. If any customs authority requests any additional documents for the purposes of the customs clearance procedure, the Principal shall be obliged to provide this additional documents in a timely manner and at its own expense. Representing the Principal in customs clearance proceedings is charged according to Appendix No. 3 to the GBTC.
- 8.2. By handing over a Shipment for transport, the Principal confirms that all statements and information it provides in relation to the exporting and importing the Shipment are true, complete and correct. The Forwarder shall in no event be responsible for completing

customs and other formalities related to the Shipment. The Principal bears all risks arising from making false, misleading or incomplete statements about the Shipment or its contents, and undertakes to compensate any damages and non-property damages incurring to the Forwarder or a third party in connection with making such false statements regarding the Shipment. In case Principal has not provided the Forwarder with the commodity code, the Forwarder may (at its discretion) use the general commodity code based upon the description of the goods provided by the Principal, or detain the goods until it receives the required commodity code from the Principal, or the Forwarder is entitled to return the goods to the Principal.

- 8.3. In particular, the Principal is obliged to provide the Forwarder with the following information on the Shipment delivered from or to a country outside the EU:
- 8.3.1. export invoice in English (including a clear and unambiguous Goods description);
  - 8.3.2. the commodity code of each item which makes up the contents of the Shipment;
  - 8.3.3. a written notice of the Shipment and/or goods contained in the Shipment which are not intended for standard or permanent export (e.g. temporary export of goods for repair purposes, which will be returned to the poster country);
  - 8.3.4. authorization to directly represent the Principal, if required by effective legal regulations; and
  - 8.3.5. any other information required by the relevant customs authorities or the Forwarder.
- 8.4. The Forwarder shall be entitled to request from the Principal that all costs be reimbursed which incurred to the Forwarder in relation to the customs clearance procedure of the Shipment, in particular any customs duties, taxes (especially VAT, if applicable), fines, storage fees or any other expenses if the Principal will not have paid these. The Principal shall be obliged to reimburse these costs within 7 days from the notification that the Recipient will not have paid these costs. The Forwarder is entitled to demand from the Principal to secure the Principal's debts towards the Forwarder, which may arise in connection to representing the Principal in customs proceedings.

## 9. TRANSPORT SERVICES COSTS

- 9.1. Unless otherwise stipulated by a separate agreement, the freight Forwarder pays the costs of transporting the goods according to the Forwarding Contract. However, the Principal shall pay the costs of transporting the Principal's Goods if the Shipment is not properly delivered to the Customer, if the Customer does not take over the Goods or does not pick them up. The costs for transport in case of non-delivery, non-acceptance or for goods not picked up are stated in the Appendix No. 3 to the GBTC.

## 10. OPENING, DESTRUCTION AND SALE OF THE SHIPMENT BY THE FORWARDER

- 10.1. Unless otherwise stipulated in the Framework Forwarding Agreement, the Forwarding Agreement or these Conditions, the Forwarder shall be entitled to open the Shipment only with the prior written consent (also electronically via e-mail) of the Principal.
- 10.2. The Forwarder is entitled (not obliged) to open the Shipment without the Principal's prior consent, if:
- 10.2.1. there is a reasonable suspicion that the Shipment contains an item excluded from transport in accordance with Article 6 of these Conditions;
  - 10.2.2. the Shipment cannot be Issued and at the same time returned to the Principal or it is not be returned to the Principal in accordance with the Framework Forwarding Agreement or the Forwarding Agreement;
  - 10.2.3. It has suffered damage;
  - 10.2.4. there is a reasonable concern that damage has occurred or might occur prior to delivery;
  - 10.2.5. it is necessary to comply with the obligations imposed on the Forwarder by means of a special legal regulation.
- 10.3. Upon opening the Shipment, the content may only be viewed to the extent necessary. The Forwarder is entitled to invite the Principal when it opens the Shipment. If the Principal does not attend the Shipment opening and if there is such an option, two people authorized by the Forwarder shall be present when the Shipment is opened. A written report on the Shipment opening will be issued, which will then be attached to the Shipment. If the Principal attends the Shipment opening, the Forwarder shall give it a copy of such a protocol upon its request. Packaging repairs shall not be considered an opening of the Shipment.
- 10.4. The Forwarder is entitled to open and check the contents of any Shipment whenever it is asked by state authorities to open the Shipment or if it is obliged to do so in accordance with effective legal regulations.
- 10.5. The Forwarder is obliged to inform the Recipient (or the Principal in case of returning the Shipment) in writing when it opens the Shipment.
- 10.6. The Forwarder shall be entitled to destroy the Shipment or parts thereof at the Principal's expense:
- 10.6.1. if such a procedure is in accordance with legal regulations;
  - 10.6.2. If this is necessary to provide for the protection of human safety and health;
  - 10.6.3. after six (6) months elapse from receiving the Shipment for transport, if the contents of the Shipment have deteriorated entirely or partially;
  - 10.6.4. after six (6) months from receiving the Shipment for transport, if the Shipment can neither be issued nor can it be returned or should not be returned according to the Framework Forwarding Agreement or the Forwarding Agreement if the Shipment is not sold.
- 10.7. The Forwarder is entitled to reimburse any and all costs incurred in connection with destructing the Shipment.
- 10.8. The Forwarder shall issue a written report on destructing the Shipment or its part, which the Shipper shall keep for 2 years from the date of its preparation.
- 10.9. The Shipper is entitled to sell the Shipment:
- 10.9.1. if such a procedure is in accordance with legal regulations
  - 10.9.2. after one (1) year from the receiving the Shipment for transport elapses, if there is a reasonable fear that the Shipment content will devalue until it will have been issued;
  - 10.9.3. after one (1) year from the receiving the Shipment for transport elapses, if it can neither be Issued nor can it at the same time nor should it be returned in accordance with the Framework Forwarding Agreement or the Forwarding Agreement.
- 10.10. If possible, the Forwarder shall issue the proceeds from the selling the Shipment after deducting the Forwarder's costs incurred in connection with storing and selling the Shipment (hereinafter only referred to as the "net proceeds") to the Principal. The Forwarder is entitled to set off its receivables regarding the Principal against the net proceeds. If the net proceeds are not handed out, the Principal shall be entitled to request the issuance thereof within one (1) month from when the Shipment or parts thereof are sold. If the Principal does not ask the Forwarder to issue the net proceeds within this specified period, the Forwarder is entitled to demand that the Forwarder's costs associated with the Principal's failure to meet this deadline be reimbursed and the Forwarder is furthermore entitled to set off its receivable regarding the Principal against Principal's receivable toward the Forwarder for the net proceeds issuance.
- 10.11. The Forwarder shall issue a written report on selling the Shipment or a part thereof, which the Forwarder shall keep for a period of 2 years from the date of issue.

## 11. COMPLAINTS

- 11.1. A defect of the Transport Services is to be understood as the damage, destruction or loss of the Shipment.
- 11.2. A defect of the Shipment is to be understood as damage caused to the Shipment content, which can be remedied by repair, or which cannot be remedied by repair, if the Shipment content can be used for the originally specified purpose even without a repair. A destruction of the Shipment is to be understood as damage caused to the Shipment Content, which cannot be remedied by repairing it and due to this, the Shipment content cannot be used for the originally intended purpose. A partial loss of the Shipment content is to be understood as the loss of a portion of the Shipment content, which occurs as a result of damage caused to the packaging by the Forwarder when providing Transport Services.
- 11.3. The Principal is obliged to ensure that the Forwarder will be informed immediately (within 24 hours at the latest) if the Principal finds from the Recipient any reservation on the process of delivery of the Goods.
- 11.4. The loss of the Shipment means non-delivery of the Shipment to the Recipient even after 30 days from the delivery of the written notice about the loss of the Shipment to the Forwarder. The Forwarder is entitled, but not obliged, to shorten this period in individual cases in writing.

- 11.5. The Principal is obliged to notify the Forwarder of the fact that the Shipment is obviously damaged no later than 48 hours from the moment of receiving of the Shipment rejected by the Recipient or the Shipment not delivered to the Recipient. Any claims made later will not be taken into account.
- 11.6. If the damage, destruction or partial loss of the contents of the Shipment is not obvious upon its delivery and acceptance by the Recipient, the Principal is obliged to claim the Shipment without undue delay after finding the damage to the Shipment, but no later than 2 working days from the day of receiving of the Shipment rejected by the Recipient or the Shipment not delivered to the Recipient. Any claims made later will not be taken into account.
- 11.7. Complaints have to be made in writing, via e-mail and sent to the address [operations@mallgroup.com](mailto:operations@mallgroup.com). The complaint is to name the relevant Forwarding contract designation, the Shipments in question and a description of the damage to the Shipment, including the extent thereof.
- 11.8. The Principal is obliged to enable the Forwarder to ascertain the damage extent, in particular the Shipment content. For this reason, the Principal is obliged to provide that the Shipment be not handled in any way and that the packaging of the Shipment in which the Shipment will have been issued be preserved. For the same reason, the Shipment may not be liquidated or transported to another location upon having been unpacked without the Forwarder giving its consent. In case of damaged Shipments, both the Principal and the Recipient are obliged to allow the Forwarder's insurance company representative to inspect the Shipment. The Forwarder reserves the right to pick up the relevant Shipment from the Recipient due to inspecting it and the Recipient is obliged to issue the Shipment in question for this purpose. If the Shipment gets lost, the Principal is obliged to prove the lost Shipment's content.
- 11.9. If the complaint is filed by the Principal properly and in a timely manner, the Forwarder shall comment on the complaint within 30 days from the date submitting it.
- 11.10. The Forwarder is also entitled to handle complaints electronically, via e-mail communication, video calls or other means of remote communication.
- 11.11. The Principal raises a claim for compensation of damages from the Forwarder in writing on the basis of a complaint accepted by the Forwarder.

## 12. COMPENSATION OF DAMAGES

- 12.1. The Forwarder is liable to the Principal for damages caused by destruction and partial or complete loss of the Shipment, which occurred during the transport of the Shipment. The Principal has the right to compensation for damage to the Goods during the MALL Delivery only up to the amount at which the Principal purchased the Goods or up to the amount of its production costs. The Principal is not entitled to refuse taking over an undelivered and/or damaged Shipment, not even partially.
- 12.2. The Forwarder shall not be liable for damages particularly in the following cases:
  - 12.2.1. if the damage happens as a result of the Principal breaching any of the Principal's obligations stipulated in these Conditions, in particular if the Principal will not have packed the Shipment or will not have labelled it in accordance with these Conditions and the Transport Manual;
  - 12.2.2. if the damage is due to the character of the object which forms the content of the Shipment (especially if the Shipment content consists of perishable goods or other goods requiring special conditions for storage and transport);
  - 12.2.3. if the damage happens as a result of data erasure, losing data stored on magnetic tapes, files or other storage media, or due to erasing or damaging photographic images or sound recordings due to exposing the film to light;
  - 12.2.4. If the transported Shipment content consisted of an item banned from the transport without the Forwarder having given its consent to the transport of such a Shipment in accordance with these Conditions;
  - 12.2.5. if the damage occurs because the Forwarder failed to comply with the indicative times for issuing the Shipment;
  - 12.2.6. If the damage happens as a result from the customs authorities' action or due to a seizure of the Shipment contents by court or other proceedings or due to the customs, state or other administrative authorities failing to act and complying with regulations, decisions and orders issued by customs, governmental or regulatory authorities;
  - 12.2.7. if the damage is due to force majeure;
  - 12.2.8. the damage is caused due to damaging or losing the documents that represent the Shipment contents;
  - 12.2.9. in other cases stipulated in the Framework Forwarding Agreement, the Forwarding Agreement or these Conditions.
- 12.3. The Forwarder shall compensate damages to the Principal up to a maximum volume of costs expediently incurred to the Principal in relation to repairing the Shipment which are proven by the Principal, but always up to a maximum amount of the acquisition corresponding to the Shipment value. The Forwarder shall not be responsible for other costs exceeding the amount calculated this way. If the Shipment gets lost partially or entirely, the Forwarder compensates damages to the Principal up to the value of the Shipment or a part thereof. The compensation amount will be calculated based upon the Shipment value at the time immediately preceding the occurrence of the damage, taking into consideration the age, wear and tear and depreciation of the item according to the relevant coefficients applied by the Forwarder's insurance company. The Forwarder is not liable for damages exceeding the amount ascertained this way. If the Shipment will not have been insured in accordance with these Conditions, the Forwarder's obligation to compensate damages shall additionally be limited to CZK 30,000 per Shipment (not per Package). If the Shipment value declared by the Principal is lower than its actual value, the Forwarder shall be liable for damages up to the maximum value of the Shipment declared by the Principal.
- 12.4. If the Principal is not able to adequately prove the purchase price level, the value of the Shipment shall be assessed as the usual purchase price at the time when the Shipment suffered damage. If it is not possible to assess a Shipment's value, this way, or if the Principal and the Forwarder do not agree upon the Shipment value, then the value of the Shipment shall be assessed by an expert opinion commissioned by the Forwarder and issued at the Principal's expense.
- 12.5. In no event shall the Forwarder be liable to the Principal for resulting damages, such as lost profits or contractual fines or other third party claims, in relation to which the Principal is obliged based upon contracts concluded with third parties or on the basis of other legal facts.
- 12.6. The Principal raises a claim for compensation of damages from the Forwarder on the basis of a complaint accepted by the Forwarder, with this being processed no later than 30 days from the date when the claim is recognized. The Principal is obliged to attach in particular the following documents to a claim for damages, otherwise its claim cannot be taken into account and is not considered to be timely and properly exercised:
  - 12.6.1. in case of damage caused to the Shipment:
    - a) proven purchase price of the Shipment and its contents;
    - b) expert opinion issued by the service or another person who repaired the Shipment, in case the Shipment is repaired after it suffers damage, or if the circumstances of the given case do require this;
    - c) an invoice issued to the Forwarder stating the amount which corresponds volume of damages.
  - 12.6.2. in case of a full-scale or partial Shipment loss:
    - a) a document confirming the actual Shipment content, including the value, and indicating the value, added up by a document listing the Shipment purchase price;
    - b) an invoice issued to the Forwarder stating the amount which corresponds volume of damages.
- 12.7. The Forwarder is obliged to comment on the claim for damages no later than 30 days from the date when the application is filed. This period shall be extended by the period during which all the documents listed in the previous paragraph will not have been delivered to the Forwarder. Similarly, if documents from law enforcement authorities or another body or institution are necessary to settle the complaint, the time limit for settling the complaint does not run until the Forwarder gets these documents.
- 12.8. If the basis for assessing the value of damaged or missing Shipment content is a foreign currency invoice, the amount on this invoice shall be converted according to the exchange rate announced by the Czech National Bank when concluding the IMCZ Forwarding Contract or the exchange rate of the National Bank of Slovakia announced when concluding the IMSK Forwarding Agreement, which is valid on the day when the Shipment is received for Transport.
- 12.9. A claim for damages relating to a partial loss of the Shipping content Shipment or damage to the Shipment or parts thereof cannot be considered justified unless the authorized person proves damage caused to the packaging of the Shipment.

- 12.10. If a lost Shipment is found, the Principal's entitlement for a compensation of damages caused to the Shipment shall be satisfied upon the Principal or the Recipient getting the opportunity to dispose of the Shipment. If the Principal or the Recipient find the Shipment, the Principal is obliged to inform the Forwarder about it in writing. If the damage or parts thereof will have been reimbursed to the Principal by the Forwarder prior to finding the Shipment, the Principal is obliged to return this amount to the Forwarder, or upon an agreement with the Forwarder, to hand out the Shipment content to the Forwarder.
- 12.11. The Principal is not entitled to receive compensation from the Forwarder for a lost, damaged or destroyed Shipment exceeding the damages for the lost, damaged or destroyed Shipment.
- 12.12. If the Shipment will have been destroyed and the Forwarder will have compensated the damage to the Principal, the Principal shall be obliged to hand over the contents of the destroyed Shipment only, if the Forwarder calls upon the Principal to hand out the Shipment. The Principal has to hand this out no later than within five working days from when the Forwarder calls upon him to hand out the Shipment.
- 12.13. If the Principal infringes with any of its obligations set out in this Article, the Forwarder shall not be obliged to comment on or satisfy the Principal regarding its entitlement for a compensation of damages during the period when the Principal is in arrears with fulfilling such an obligation.
- 13. PERSONAL DATA PROTECTION**
- 13.1. The method how Forwarder processes the personal data of the Principal and the Recipient is described at: <https://www.mall.cz/ochrana-osobnich-udaju-dodavatele> and [www.mall.cz/osobni-udaie](https://www.mall.cz/osobni-udaie).
- 14. APPLICATION**
- 14.1. When using the Application, the Principal may not in any interfere way into the Forwarder's information system and technology and in particular, it may not use system commands that might change the Application function or settings, use software solutions affecting either the Application's functionality or security, use the Application in a way which may cause harm to anyone, or in a manner violating the rights of third parties or of the Forwarder, or in a manner that infringes the law of the Czech Republic or the European Communities.
- 14.2. The Principal may not provide third parties with the Principal's access data into the Application nor any other access to the user account. The Principal is obliged to take all reasonable measures to keep them confidential. The Principal shall be entirely responsible for an unauthorized use of the Principal's access data into the Application or for an unauthorized use of the Principal's user account and for the damage caused thus to the Forwarder or third parties.
- 14.3. If access data get lost or are stolen, the Principal shall be obliged to notify the Forwarder immediately. The Forwarder shall provide the Principal with new Access Data within a reasonable time.
- 14.4. The Principal is obliged to immediately inform the Forwarder via the Application, or possibly using another way in accordance with these Conditions, about all changes regarding the Principal's identification data listed in the Application.
- 14.5. The Forwarder shall be entitled to limit or interrupt the Application functionality or the access to the App for the time strictly necessary for maintenance or repair or other reasons on the the Forwarder's or a third party's side.
- 14.6. The Forwarder is entitled to change the access data to the Principal's user account (username and password) due to urgent technical or security reasons even without the Principal's consent, provided that this measure is required in order to provide Transport Services properly. The Forwarder shall inform the Principal without undue delay about having changed access data changed this way.
- 14.7. Due to operational or other reasons, the Forwarder may change the Application's technical solution, if this becomes necessary in order to provide Transport Services properly.
- 14.8. The Forwarder shall in no event be liable for malfunctions or outages of the Application.
- 15. SECRECY**
- 15.1. The Contracting Parties undertake neither to inform nor to otherwise disclose to third parties, which includes their business partners as well, any information which has the nature of a Confidential Information to which they have obtained or will be given access in connection with the Framework Forwarding Contractor the Forwarding Contract. The obligation to maintain secrecy under this article of the Conditions means, in particular, the obligation to refrain from any activity due to which the Confidential Information would be disclosed or made available to a third party or due to which the Confidential Information would be used - contrary to its purpose - for one's own or a third party's needs or when any third party would be able to anyhow use this Confidential Information.
- 15.2. The obligation to maintain secrecy according to these Terms and Conditions does not apply disclosing Confidential Information in the following cases:
- 15.2.1. to the Contracting Party's employees, and to people acting for the benefit of the Contracting Party (e.g. lawyers, auditors, experts or persons whose activities are necessary so that the respective Contracting Party fulfil any obligation related to the Forwarding Contract), provided that the other Contracting Party will have demonstrably provided that Confidential Information be kept secret by the people mentioned above at least to the extent of the provisions contained in this article of the Conditions;
- 15.2.2. provided that the respective Contracting Party gives it written consent to the disclosure of Confidential Information in advance;
- 15.2.3. in case of a statutorily binding obligation to prevent or report that a criminal offence be committed or in the case of other information obligations stipulated by law; In this case, the respective Contracting Party shall be obliged to label the information provided as a trade secret and to notify the other Contracting Party without undue delay about providing it.
- 15.3. The Contracting Parties undertake neither to misuse any Confidential Information from the other Contracting Party for their own benefit nor for the benefit of a third party.
- 15.4. The obligations contained in this Article of the Conditions remain in force even after the Forwarding Contract will be terminated, irrespective of the reason for terminating the Contract, unless the contracting parties parties agree upon otherwise.
- 16. FINAL PROVISIONS**
- 16.1. The Forwarding Contract further specifies the Framework Forwarding Contract. If the Forwarding Contract states something else than the Framework Forwarding Contract, the Forwarding Contract shall take precedence over the Framework Forwarding Contract.
- 16.2. The Forwarding Contract and the Framework Forwarding Contract are further specifying the Contract. If the Forwarding Contract or the Framework Forwarding Contract state something other than the Contract, the Forwarding Contract or the Framework Forwarding Contract shall take precedence over the Contract.
- 16.3. The Forwarder shall be released from any and all liability for non-fulfilment of its obligations arising from the Forwarding Contract for the period when a force majeure prevails.
- 16.4. For the period when the force majeure prevails, the Forwarder shall also be entitled to limit the provision of some of its services or to take other measures which, according to its assessment, are appropriate in relation to the emergency situation. Such measures include e.g., the right not to accept cash on delivery, or the right to restrict or exclude service for a particular area. The Forwarder shall inform on his website about the measures.
- 16.5. For the purposes of these Conditions, force majeure is considered to be any event independent of the will of the contracting parties', which entirely or significantly prevents or impedes that contractual obligations be fulfilled. Force majeure is especially considered to be, yet not limited to: war, state of warlike or military operations, invasion, foreign enemy intervention, civil war, insurrection, revolution, rebellion, revolt, seizure of civil or military government, conspiracies, civil protests and riots, terrorist acts, strike, quarantine, sabotage, blockade, embargo, import restrictions, epidemics, pandemics and other similar situations, natural disaster, flood, fire, storms, earthquakes, floods and other similar situations, as well as laws and other regulations, including measures taken by public and delegated public authorities in connection with the above events, including any unexpected legislation changes, even if these are not related to the events listed in this Article.
- 16.6. If the Framework Contract or these Terms and Conditions refer to Czech law and the Forwarding Contract is concluded by the IMSK, those Slovak legal regulations shall be applied to the contractual relationship between IMSK and the Principal, which have the same



- or similar purpose and meaning as Czech legal regulations have, to which the Framework Forwarding Contract, the Forwarding Contract or these Terms refer.
- 16.7. Unless otherwise stated in the Framework Forwarding Contract, the Forwarding Contract shall be concluded for an indefinite period.
- 16.8. The Framework Forwarding Contract may be terminated for reasons expressly stated by the wording of these Conditions and furthermore:
- 16.8.1. upon a written agreement concluded by the Contracting Parties;
  - 16.8.2. by a written notice filed by either party without indicating a reason, provided that the notice period is one (1) month and begins on the first day of the month immediately following the month during which the written notice is delivered to the other party; and
  - 16.8.3. by a written withdrawal of a contracting party due to a material breach of the Framework Forwarding Contract by the other contracting party, provided that the withdrawal is effective upon its delivery to the other contracting party. notified.
- 16.9. The Principal shall not be entitled to transfer or assign any of its rights or obligations under this Framework Forwarding Contract nor under the Forwarding Contract or under the Forwarding Contract with a third party without having obtained the Forwarder's prior written consent.
- 16.10. The Principal shall not be entitled to unilaterally set off any of its receivables regarding the Forwarder against the Forwarder's receivables against the Principal.
- 16.11. The Principal shall not be entitled to provide the Forwarder's services under a different trademark for a fee
- 16.12. The appendix to these Conditions is an integral Part of the Conditions:
- 16.12.1. Appendix No. 1- Transport Manual.

**These Terms and Conditions shall become effective on 1. 2. 2023.**

# Appendix no. 1 - Transport manual to the General Terms and Conditions of the Forwarding Agreement in cooperation with MALL Partner

## 1. INTRODUCTORY PROVISIONS

- 1.1. This transport manual (hereinafter only referred to as the "**Transport manual**") governs the procedure for packing and marking Shipments handed over for transport to the company named **Internet Mall, Inc.**, ID: 262 04 967, with its registered office at U Garáže 1611/1, Holešovice, 170 00 Prague 7, Czech Republic (hereinafter only referred to as "**IMCZ**") or to the company **Internet Mall Slovakia sro**, ID: 35 950 226, with its registered office at Galvaniho 6, Ružinov district, 821 04 Bratislava, Slovak Republic (hereinafter only referred to as "**IMSK**"). The companies IMCZ and IMSK shall hereinafter only be referred to as "**Forwarder**".
- 1.2. Terms beginning with capital letters not defined in here, shall have the meaning assigned to them in the General Terms and Conditions of the Forwarding Contract for the purposes of a MALL Partner cooperation (hereinafter only referred to as "**Conditions**").

## 2. SERVICE ORDER

- 2.1. A Service order hat to contain the following items in particular:
  - 2.1.1. Identifying the Principal (name and surname, whether it is a natural person, business company, whether it is a legal person, the registered office, including the postal code, ID number, VAT number and bank details);
  - 2.1.2. The exact date and address of the place of collection (takeover of the Shipment for transport), including the postal code, and also a contact person and its phone number;
  - 2.1.3. Number of Shipments to be collected, including the number of packages pertaining to the Shipment;
  - 2.1.4. A specification of individual Shipments:
    - 2.1.4.1. A Recipient identification (including the person acting on behalf of the Recipient, if applicable), the Recipient's cell phone number and e-mail;
    - 2.1.4.2. the address for handing out the Shipment, including the postal code, or the address of the dispensing point designated by the Recipient;
    - 2.1.4.3. scope of the required Service (product within the Forwarding Services);
    - 2.1.4.4. Issue method;
    - 2.1.4.5. in case of cash on delivery: (i) the cash on delivery amount (ii) labelling of the Shipment as A COD shipment and (iii) indication of the account's COD number;
    - 2.1.4.6. weight of the Shipment and each Cargo (in case of non-standard dimensions the individual packages dimensions as well, including the type of packaging);
    - 2.1.4.7. as far as international transport is concerned, delivery conditions according to INCOTERMS 2020.

## 3. MARKING SHIPMENTS WITH TRANSPORT LABELS

- 3.1. The Principal is obliged to attach the Forwarder's transport label on the Shipment handed over for transport and to attach it on the longest side in the lower right corner, and it shall place it on a flat surface not crossing packaging joints, so that the bar code (BARCODE) be easily readable. The Principal is obliged to mark each individual Cargo piece this way.
- 3.2. The Principal is entitled to use the Application to print the labels, or to use its own software upon the Forwarder's prior approval.
- 3.3. The Principal is entitled to label the Package piece with transport labels he will have printed out using the Principal's software only, if the following conditions are met:
  - 3.3.1. a transport label will have been approved in writing in advance by the Forwarder; and
  - 3.3.2. the data mandatory for the transport labels are updated regularly.
- 3.4. Particularly, the Principal is obliged to indicate the following information on the transport label:
  - 3.4.1. if the Recipient is a natural person, its name and surname;
  - 3.4.2. if the Recipient is a legal person, its name and also the name and surname of the natural person authorized to take over the Shipment on behalf of the Recipient;
  - 3.4.3. the precise address for handling out the Shipment, including the zip code and the country;
  - 3.4.4. corresponding product of Forwarding Services according to Appendix No. 3 to the GBTC and the ordered Forwarding Services;
  - 3.4.5. the Package's unique number and barcode;
  - 3.4.6. sorting code;
  - 3.4.7. in the case of a COD delivery, the COD amount.
- 3.5. The transport label legibility, particularly the bar code, must not be restricted in any way. It is also prohibited to cover it with transparent adhesive tape.
- 3.6. The Principal is obliged to use exclusively those serial numbers, the format and structure of the Bar Code for the Cargo Piece assigned to him by the Forwarder.
- 3.7. The Principal is obliged to provide that each package always contain only one shipping label. The Principal is obliged to provide that two different Shipments not be labelled with the same Shipment number.
- 3.8. The Principal is obliged to remove all misleading messages from the Shipment. Particularly, he is obliged to remove previously used labels that are unrelated to the transport of the Shipment.
- 3.9. The Principal has to pay maximum attention so that especially the Issue address, mainly the postal code and the state be correct. The Principal acknowledges that the Forwarder does not double-check whether the postal code indicated on the shipping label corresponds to the Issue address.

## 4. LABELING SHIPMENTS REQUIRING SPECIFIC TREATMENT

- 4.1. If the Principal requires specific treatment for a shipment, he is obliged to attach additional labels to the Shipment and it is obliged to acquire them for these purposes at his own expense.

- 4.2. Labelling the Shipment with additional labels does not in any way release the Principal from its obligation to adequately pack the Shipment.
- 4.3. If the Shipment labelling with additional labels is not unambiguous, especially if there are several additional labels on the Shipment, the meaning of which is not mutually compatible, the Shipment shall be deemed not to require specific treatment.

**5. SHIPMENT PACKAGING**

- 5.1. The Principal acknowledges that the Shipment transport requires a packaging that will protect the Shipment content from damage caused by road transport and against the load caused by automatic sorting devices and mechanical processing (falling from a height of 80 cm on an edge, corner or side), and against different climatic and/or atmospheric pressure conditions.
- 5.2. The packaging has to provide for one-person being able to safely handle the Package, transport it on a trolley conveyor and secure the Cargo for systemic road transport so that it can be handled the normal way without risk of damage.
- 5.3. The Packaging of the Shipment must not provide access to the Shipment content without leaving traces from opening the Shipment.
- 5.4. It is prohibited to tie or otherwise combine packages, unless agreed upon otherwise in the Contract. Each Package has to have a solid base.
- 5.5. The individual Package components have to be separated by cardboard, mirelon or a similar suitable material.
- 5.6. The Packaging of a Package has to withstand up to five times the weight of the Package. The Package corners and edges have to be reinforced with polystyrene, cardboard reinforcements or similar suitable material. There have to be deformation zones on all edges of the Package. The Package has to be entirely filled with fixing material so that the Package content is secured against shifting and movement.
- 5.7. The Principal is obliged to pack the bottles in five cardboard layers at least. The individual bottles have to be separated by spacers. The free space between the bottles and the space between the packaging and the bottles has to be filled with polystyrene, paper or other material. One Package mustn't contain more than 6 bottles.

**This Transport Manual becomes effective on 1. 2. 2023.**