

# GENERAL BUSINESS TERMS AND CONDITIONS

## FOR THE MALL PARTNER BUSINESS COOPERATION

### 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 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) (hereinafter also ALLEGRO) and directly and/or indirectly controlling this company. Both MALL companies (MIMOVRSSTE d.o.o., Republic of Slovenia and Internet MALL d.o.o., Republic of Croatia) belong to the ALLEGRO Group. MALL partner business cooperation were developed under the Mall.cz brand within ALLEGRO Retail a.s. (formerly Mall Group a.s.) which is part of **ALLEGRO Group**;
- 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) Pod lipami 1, 1218 Komenda, Republic of Slovenia for the Contract concluded by and between MIMOVRSSTE and the Partner, b) 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 product category 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 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 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 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 MIMOVRSSTE online store available at [www.mimovrstste.com](http://www.mimovrstste.com), or the IMCRO online store available at [www.mall.hr](http://www.mall.hr);
- 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:** companies a) **MIMOVRSSTE doo**, ID: 158 912 10 00, with its registered office at Cesta Ljubljanske brigade 21, 1000 Ljubljana, Republic of Slovenia (in these GBTC also only referred to by "**MIMOVRSSTE**"), or b) **Internet MALL doo**, ID: 809 76 802, with its registered office at Horvatova ulica 80a, Zagreb, Republic of Croatia (in these GBTC also only referred to by "**IMCRO**");
- 2.1.13 **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;
- 2.1.14 **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;
- 2.1.15 **MALL Self-Billing:** upon concluding the Contract between MALL and the Partner, an invoicing process shall be applied between the Contracting Parties which is in compliance with 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. 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. MALL accepts the authorization listed above. The MALL Self-Billing between MALL and the Partner shall take place in accordance with these GBTC and a special written agreement;

- 2.1.16 **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;
- 2.1.17 **Order:** order of the Goods that MALL will make via the Electronic Goods/Orders Management System to the Partner;
- 2.1.18 **Customers' personal data:** shall have the meaning defined by Art. 11.1 GBTC;
- 2.1.19 **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;
- 2.1.20 **Partner portal:** means the web user interface available at [partners.mallgroup.com](https://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;
- 2.1.21 **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;
- 2.1.22 **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 and all taxes and fees under effective legal regulations. 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 in particular: a) Purchase Price; b) Agreed Amount; c) VAT charged according to laws valid and applicable on the day when the Goods are sold to the Customer; d) any and all other taxes and fees that have to be added to the retail price in accordance with applicable and effective legislation.
- 2.1.23 **Product category:** refers to a part of an assortment containing Goods of the same kind;
- 2.1.24 **Carrier:** is an entity through which the Goods are transported to Customers;
- 2.1.25 **Appendix:** refers to the relevant appendix to the GBTC, unless explicitly stated otherwise;
- 2.1.26 **SLA:** has the meaning laid down in Art. 17.1 GBTC;
- 2.1.27 **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;
- 2.1.28 **Contracting party/ies:** the Partner, and/or MALL;
- 2.1.29 **GBTC:** these MALL General Business Terms and Conditions for a MALL Partner business cooperation, including all their appendices;
- 2.1.30 **XML feed:** refers to another set of interfaces functions and data structures for electronic communication between the Contracting Parties used for processing Orders;
- 2.1.31 **Customer:** the final MALL customer, i.e., a natural or legal person, who buys the Goods in the E-shop;
- 2.1.32 **VAT Act:** Act on value added tax, valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.33 **Consumer Protection Act:** Act on consumer protection, valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.34 **Waste Act:** Act on waste, valid and applicable in the territory of the state where MALL has its registered office;
- 2.1.35 **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;
- 2.1.36 **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;
- 2.1.37 **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 comprise a single calendar month and thus the entire calendar month shall be accounted for from the first to the last day of the calendar month concerned.

### 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 and the general product safety. 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 Goods/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 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, 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 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**

- 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 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.
- 6.2 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.
- 6.3 The Partner undertakes to hand over the Goods 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.
- 6.4 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 MIMOVRSTE and the Partner, b) [operations@mallgroup.com](mailto:operations@mallgroup.com) if this refers to a Contract concluded between IMCRO and the Partner.
- 6.5 Any Goods transport shall be provided by the Partner according to the Order. The Terms and Conditions of a transport 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.
- 6.6 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.
- 6.7 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).
- 6.8 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 (e.g. SMART Programme), the costs of this transportation are borne by the Contracting Parties in the ratio: 50% of the price of this transportation is paid by MALL and 50% of this transportation is paid by the Partner, but in no case shall MALL pay more than 1 EUR (in words: *one euro*).
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 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:
  - 6.12.1 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;
  - 6.12.2 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 and the applicable tariffs (on court fees, lawyers', bailiffs' and experts' fees and compensations); 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, valid at least in a period required by the applicable regulations in the territory of the country of MALL's registered office. 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. The Partner also warrants to MALL the conformity of the Goods and the absence of material defects in the Goods, all in accordance with the regulations in force in the territory of the country in which MALL is established.
- 7.2 In case of any Customer's complaint (irrespective of the basis for such a complaint: defect within the warranty period, product non-conformity, material defect, etc.) 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: a) [rma@mimovrste.si](mailto:rma@mimovrste.si) in case of the Contract concluded between MIMOVRSSTE and the Partner, b) [rma@mall.hr](mailto:rma@mall.hr) 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, unless it is agreed between Contracting Parties by email that the Partner shall collect the complained Goods at the MALL Distribution Centre (within a maximum period of 7 (in words: *seven*) days from the date of receipt and, in urgent cases, at the first request of MALL), provided that if the Partner fails to collect the Goods within the aforementioned period, MALL shall send the Goods to the Partner's address in accordance with the provisions of the preceding sentence and shall charge the Partner a contractual penalty in the amount of 1 EUR (in words: *one euro*) per day for the Partner's failure to collect the Goods within the set time limit. 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 according to effective legal regulations in the country where MALL is established. 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 (excl. VAT): a) for a Small Box (the box has a sum of three sides max. 170 cm (the longest page max. 100 cm) and a maximum weight of 20 kg) **EUR 2.80** (in words: *two euros and eighty cents*) for transport within the Republic of Slovenia or the Republic of Croatia, **EUR 10.50** (in words: *ten euros and fifty cents*) for transport to the Czech Republic or Hungary, **EUR 14** (in words: *fourteen euros*) for transport to the Slovak Republic or the Republic of Poland, and **EUR 17** (in words: *seventeen euros*) for transport to all other countries; b) for a Big Box (consignment failing to meet the parameters of the Small Box) **EUR 17** (in words: *seventeen euros*) for transport within the Republic of Slovenia, **EUR 21** (in words: *twenty-one euros*) for transport within the Republic of Croatia and **EUR 199** (in words: *one hundred and ninety-nine euros*) in the case of transport to all other EU countries outside the headquarters of MALL. Transport costs shall be paid by the Partner. 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. If the claim is judged by the Partner to be unjustified, it will send the claimed Goods back to MALL at its own expense.
- 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. All rights of MALL towards the Partner and corresponding obligations of the Partner towards MALL last at least as long as the Customer's rights towards MALL and the corresponding obligations of MALL towards the Customer from the sale of Goods on the E-shop last. 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 within the period according to Article 7.5 of the GBTC; 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 to MALL the Purchase Price including the costs of delivering the Goods to the Customer.
- 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 the legal provision depending upon MALL's registered office.
- 7.8 If the Sale Price for the Goods, which are the subject of any MALL complaint, remains below EUR 20 (in words: *twenty euros*) incl. VAT, then the Partner shall issue a credit note for the entire Purchase Price of these particular Goods for MALL doing so without undue delay, however, no later than within 2 (in words: *two*) working days from when the complaint is raised. If MALL 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 EUR 8 (in words: *eight euros*) including VAT, MALL is not obliged to return the Goods to the Partner to which this claim applies.
- 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 cedes 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. 3 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 the Consumer Protection Act, MALL is not obliged to return the Goods to the Partner if the Sales Price of Goods is up to EUR 8 (in words: *eight euros*). 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.
- 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 returned Goods from MALL back to the Partner shall correspond to (excl. VAT): a) for a Small Box (the box has a sum of three sides max. 170 cm (the longest page max. 100 cm) and a maximum weight of 20 kg) **EUR 2.80** (in words: *two euros and eighty cents*) for transport within the Republic of Slovenia or the Republic of Croatia, **EUR 10.50** (in words: *ten euros and fifty cents*) for transport to the Czech Republic or Hungary, **EUR 14** (in words: *fourteen euros*) for transport to the Slovak Republic or the Republic of Poland, and **EUR 17** (in words: *seventeen euros*) for transport to all other countries; b) for a Big Box (consignment failing to meet the parameters of the Small Box) **EUR 17** (in words: *seventeen euros*) for transport within the Republic of Slovenia, **EUR 21** (in words: *twenty-one euros*) for transport within the Republic of Croatia and **EUR 199** (in words: *one hundred and ninety-nine euros*) in the case of transport to all other EU countries outside the headquarters of MALL. Any other price list for these costs will be determined by an e-mail. The Contracting Parties may also agree by e-mail that the Partner shall collect the returned Goods at the

MALL Distribution Centre (within a maximum period of 7 (in words: *seven*) days from the date of receipt and, in urgent cases, at the first request of MALL), provided that if the Partner fails to collect the Goods within the aforementioned period, MALL shall send the Goods to the Partner's address in accordance with the provisions of the preceding sentence and shall charge the Partner a contractual penalty in the amount of 1 EUR (in words: one *euro*) per day for the Partner's failure to collect the Goods within the set time limit.

- 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.
- 7.15 The Partner does not have the right to return the Goods if the Customer complains the Goods in a condition in which further transportation, use or sale of the Goods is not feasible (e.g. broken glass items, spilled liquids, spillage of loose mixtures, etc.). Such condition of the Goods, which prevents further transportation, use or sale of the Goods, will be proved by MALL to the Partner with photo documentation.

## **Article 8 Mutual financial performance**

- 8.1 If the Contracting Parties so agree, invoicing between the Contracting Parties shall be processed according to the MALL Self-Billing. 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 or it is not operationally established at MALL.
- 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, e.g. receivables related to the return of costs for the delivery of the Goods to the Customer. 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. MALL will issue a credit note as part of MALL Self-Billing if the Partner does not dispute the value of the Goods returned by MALL within 8 (in words: *eight*) calendar days from the delivery of the Goods to the Partner. Within 8 (in words: *eight*) calendar days from the delivery of the Goods to the Partner, the Partner is obliged to deliver any discrepancy in the value of the Goods returned by the MALL to the MALL (by physical letter, e-mail to the address according to Art. 7.4 of the GBTC, namely to the MALL to which the Partner sold the Goods in question, or by data box to ALLEGRO). The Partner no longer has the right to contradict the MALL Self-Billing credit note issued by MALL.
- 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 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 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), all effective legal regulations and MALL instructions and to comply with the personal data protection principles published on the website of the relevant MALL with which the Partner has concluded a Contract.
- 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 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 EUR 12 (in words: *twelve euros*) 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 EUR 2 (in words: *two euros*) without VAT, 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 flat-rate reimbursement of costs in the amount of EUR 20 (in words: *twenty euros*), 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.
- 12.7 MALL is entitled to demand a flat-rate reimbursement of costs from the Partner up to the amount of EUR 20 (in words: *twenty euros*) 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.

#### **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 on its website a logo or text specified by MALL with an interactive link to Goods on the E-shop, in accordance with the instructions of the 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.
- 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 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 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 the following provisions of the laws:
- if the contract was concluded on the basis of pre-printed content or otherwise drafted and proposed by one of the contracting parties, ambiguous provisions must be interpreted in favour of the other party;
  - a response to a tender which expresses acceptance but contains additions or modifications which do not materially alter the tender shall constitute acceptance unless the tenderer immediately objects. If he fails to do so, the contract shall be concluded in accordance with the contents of the tender with the modifications specified in the declaration of acceptance;
  - if the creditor notifies the debtor that it grants him an additional period of time for performance and that it will not extend that period, the creditor shall be conclusively presumed to have repudiated the contract after the expiry of the additional period of time within which the debtor fails to perform;
  - if the parties to the contract stipulate other reservations or conditions allowing for the modification or termination of rights and obligations under the contract, the reservation or condition shall lapse not later than one year after the date of entry into force of the contract of sale, if it is not exercised within that period by the beneficiary under the reservation or condition;
  - if, after the conclusion of the contract, circumstances arise which make it more difficult or impossible to fulfil the obligations of one of the parties or, in either case, to such an extent that the contract is manifestly no longer in accordance with the expectations of the parties and it would, in the opinion of the general public, be inequitable to maintain it in force as it is, the party whose performance is rendered more difficult, or the party who, as a result of the changed circumstances, is prevented from achieving the purpose of the contract, may request the termination of the contract.
- 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, the Contracting Parties accept the risk of change. The Parties accept the risk of changed circumstances and cannot claim termination of the Sale and Purchase Agreement due to changed circumstances..
- 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 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 the VAT Act and pay VAT for taxable supplies to the tax administrator on Partner's behalf at their own discretion; without further ado, this payment is considered to be the payment of part of the agreed payment (the agreed payment shall be reduced by VAT). The moment, when the relevant VAT amount is deducted from the account of 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 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.

## 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 In case of disputes arising from the Contracts concluded by MALL the court according to the registered office of MALL is competent. In the case of a Partner's lawsuit against MALL, the competent general court is based on MALL's registered office.
- 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 - Percentage reduction of the amount paid to MALL via a corrective tax receipt according to Article 7.11 of the GBTC
- 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<sup>st</sup> August 2025.

## 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	HR	SI
<b>Flat financial performance for connection to the MALL interface</b>	XML, API integration, e-shop plugin	Monthly rate per Partner ID	40 EUR	40 EUR
	Other interfaces and data structures	Monthly rate per Partner ID	12 EUR	12 EUR
<b>Price for processing the Goods by MALL</b>	At the Order status (DELIVERED)	Per Order	0.4 EUR	0.4 EUR
<b>Price for invoice administration in the country where the Self-Billing Process is legal and is operational at MALL, and not applied by the Partner</b>	Per invoice or corrective tax receipt document issued by the Partner *	Per invoice issued by the Partner	0 EUR**	0 EUR**

\* per calendar month, MALL is entitled demand a maximum fee of 40 EUR from the Partner

\*\*upon the legalization of MALL Self-Billing and its operationalization by MALL, 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 MALL and the Partner. The Goods categorization stipulated by MALL is applicable between MALL 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
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 MALL</b>	within 24 hours from when the MALL call center request is received	maximum time for a relevant response to a request reported by a MALL company

**Appendix no. 3**  
**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 EUR 200 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 %