

# General Terms and Conditions for Provision of Logistics Services

## DEXTRUM Fulfillment, a.s., as the Provider

### (hereinafter the "GTC")

#### 1. Preamble

- 1.1. These GTC form an integral part of the Contract and regulate in more detail the relations between the Provider and the Client that are not expressly regulated in the Contract. These GTC regulate in detail the rights, duties and responsibilities arising during the contractual relationships between the Contracting Parties during the provision of logistics services.
- 1.2. Any deviating provisions in the Contract shall prevail over the provisions of these GTC.
- 1.3. By concluding the Contract, the Client expresses its consent to the wording of these GTC. In case of doubt, the Client shall be deemed to agree to the wording of these GTC at the latest at the moment of handing over of Goods to the Provider for the purpose of providing logistics services under the Contract.

#### 2. Basic Terms

- 2.1. The following terms have the meanings set out below in these GTC:
  - a) "**Order**" means an order by the Client for any Services from the Provider;
  - b) "**Fee**" means the agreed fee payable to the Provider by the Client for the provision of the Services under the terms of the Contract;
  - c) "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended;
  - d) "**Provider**" means DEXTRUM Fulfillment, a.s., registered office: Janáčkovo nábřeží 1153/13, 150 00 Prague 5 - Smíchov, business ID number: 4193011, registered in the Commercial Register maintained by the Municipal Court in Prague, section B, entry 17736;
  - e) "**Business day**" means a day other than a Saturday or Sunday which is not a day of rest in the Czech Republic within the meaning of Section 3 of Act No. 245/2000 Coll., on public holidays, other holidays, important days and days of rest, as amended, and on which commercial banks in the Czech Republic normally provide services to the public;
  - f) "**Warehouse Operating Hours**" are specified in the Contract;
  - g) "**Transport Services**" means the services specified in paragraph 3.2 of these GTC;
  - h) "**Client's Group**" includes the Client and the Client's Related Parties, where the term "**Client's Related Party**" includes the following entities:
    - (a) Any entity that is a controlled entity or a controlling entity within the meaning of the Act on Business Corporations in relation to the Client;
    - (b) Any entity acting in concert with the Client or any entity described in paragraph (a), above, within the meaning of the Act on Business Corporations; and
    - (c) Any entity that, in relation to the Client or any entity described in paragraph (a), above, is a controlling entity or a controlled entity within the meaning of the Act on Business Corporations;
  - i) "**Provider's Group**" includes the Provider and the Provider's Related Parties, where the term "**Provider's Related Parties**" includes the following entities:
    - (a) Any entity that is a controlled entity or controlling entity in relation to the Provider within the meaning of the Act on Business Corporations;
    - (b) Any entity acting in concert with the Provider or any entity described in paragraph (a), above, within the meaning of the Act on Business Corporations; and
    - (c) Any entity that, in relation to the Provider or any entity described in paragraph (a), above, is a controlling entity or a controlled entity within the meaning of the Act on Business Corporations;
  - j) "**Warehouse**" means the place where the Provider stores Goods under the Contract, the location of which is specified in the Contract;
  - k) "**Services**" means the logistics services provided by the Provider to the Client, which are specified in paragraphs 3.1 and 3.2 of these GTC;
  - l) "**Contract**" means the framework contract on the terms and conditions for the provision of logistics services, the subject of which is the Provider's obligation to provide Services to the Client and the corresponding obligation of the Client to pay to the Provider the Fee and any other payments and costs incurred;
  - m) "**Contracting Parties**" means the Client and the Provider;
  - n) "**Client**" means the entity with which the Provider enters into the Contract and to which the Provider provides the Services under the Contract;
  - o) "**GTC**" means these General Terms and Conditions for Provision of Logistics Services - Dextrum Fulfillment a.s. as the Provider;

- p) **“Act on Business Corporations”** means Act No. 90/2012 Coll., on business companies and cooperatives (the Act on Business Corporations), as amended;
- q) **“Goods”** means the goods in respect of which, under the terms of the Contract and these GTC, the Provider performs Services for the Client;
- r) **“Authorised Persons”** designated by the Client are those persons whom the Client specified in advance as being authorised by the Client to take delivery of Goods or to give instructions for their handling. The Client is obliged to notify such persons in advance in writing to the Provider and send their names in a Document on Authorised Persons; they may be employees of the Client or persons in a similar employment or contractual relationship with the Client, its designated carriers or its suppliers or customers.
- s) **“Recipient”** - is the recipient (addressee) of a shipment specified by the Client in its order or in some other pre-agreed form, format and scope of the recorded data.
- t) **“Shipment”** - is one or more pieces of goods that are intended to be shipped as one complete unit, individually packed and handled, provided that the Provider is entitled to divide individual orders for specific Recipients of the Client with respect to the maximum volume and weight accepted for a single shipment by the carrier designated by the Client or selected by the Provider, taking into account the overall economic benefit of the transportation and dispatch costs.
- v) **“B2B Portal for Clients”** - is an information system of the Provider used for ordering goods for receipt, recording them, ordering dispatch and an overview of deliveries, etc.

### **3. Interpretative Provisions**

- 3.1. The titles of the articles and paragraphs of these GTC are for ease of reference only and do not in any way define, modify or affect the content or interpretation of these GTC.
- 3.2. Depending on the context, singular expressions include the plural and the masculine includes the feminine and vice versa.
- 3.3. References to articles and paragraphs appearing in the text of these GTC are to articles and paragraphs of these GTC unless otherwise stated.
- 3.4. References to specific documents mean references to the documents as they may be changed or modified.
- 3.5. Where the term “including” or “in particular” is used in these GTC, the item or items following such term shall constitute a demonstrative, but not an exhaustive list of items of that type.
- 3.6. A term or period determined by days shall begin on the day following the fact determining its commencement. The end of a term or period determined by weeks or months shall fall on a day which coincides in name or number with the day on which the fact from which the term or period is calculated falls. If there is no such day in the relevant month, the end of the term or period shall be on the last day of that month. If the last day of a term falls on a Saturday, Sunday or public holiday, the last day of the term shall be the next Business Day.
- 3.7. The obligation of one Contracting Party set out in these GTC always corresponds to the right of the other Contracting Party, and vice versa.  
A right of a Contracting Party referred to in these GTC always corresponds to a duty of the other Contracting Party, even if the right or duty of the other Contracting Party is not explicitly stated in these GTC.

### **4. Conclusion of Contract, Pre-contractual Liability**

- 4.1. The Contract may be concluded by the signing of a written copy of the Contract by both Contracting Parties, but also by the written confirmation of an Order by the Provider or by the acceptance of Goods by the Provider for the purpose of providing the Services to the Client.
- 4.2. In the event of any doubt as to the type, content, price, weight, packaging or other particulars of Goods, the particulars given by the Provider as defined, classified and weighed by the Provider on actual acceptance at the warehouse shall apply.
- 4.3. The Provider is entitled to terminate negotiations on a Contract or its proposal at any stage of negotiations, in particular (but not exclusively) in cases where the Contracting Parties are unable to agree on any provision of the specific Contract being negotiated. Any pre-contractual liability of the Provider is excluded.

### **5. Provider’s Basic Rights and Duties**

- 5.1. Under the Contract, the Provider undertakes to provide the following Services to the Client:
  - a. Continuously take over Goods from the Client or persons authorised by the Client at the designated place of the Warehouse;
  - b. Carry out an initial logistics check on Goods;
  - c. Accept Goods into the Warehouse and issue Goods from the Warehouse;
  - d. Store Goods in the Warehouse in a controlled storage system and keep records of Goods in accordance with the Provider’s standard storage procedures;
  - e. Perform other related logistics services, if they are expressly agreed by the Contracting Parties and defined in the Contract; all under the terms and conditions set out in the Contract and these GTC.

- 5.2. If so agreed in the Contract, the Services may include the implementation or provision of transport of Goods by the Provider between a place designated by the Client or other agreed place and the Warehouse and back or the Warehouse and a place designated by the Client or other agreed place.
- 5.3. The Provider is obliged to provide the Services for the Client during the Warehouse Operating Hours. In the event the Client requests Services outside the Warehouse Operating Hours, the Provider undertakes to provide such activities by prior written agreement of the Contracting Parties, unless already specified in the Contract.
- 5.4. During the Warehouse Operating Hours, the Provider shall take delivery of Goods from the Client or the Provider shall, at the Client's instruction, take delivery of Goods from an entity that transported Goods or from an entity that assumed responsibility for transporting Goods, at a designated place in the Warehouse and shall certify to the Client or other authorised person the receipt of Goods, provided the Provider retains one copy of such certified acceptance of Goods. The Provider undertakes to carry out an initial logistics inspection of Goods, i.e. comparison of the Goods accepted with the delivery note or other document about the Goods and visual inspection of the undamaged condition of the Goods and the packaging of the Goods. If a difference is found between the Goods accepted and the delivery note, if damage to the Goods or their packaging is found, or if incorrect identification of the Goods is found, the Provider has the right to refuse to accept the Goods into the Warehouse, or to store them in the blocking zone and to immediately inform the Client of the difference or damage to the Goods or their packaging. The Provider is entitled to document the extent of damage to Goods or packaging (description of the damage in a damage report, taking photographs). If, within 5 (five) business days of receipt of information that Goods have been delivered to the Provider's warehouse damaged, the Client does not determine how the damaged Goods are to be handled, the Provider shall be entitled to dispose of the Goods at the Client's expense. The Client is obliged to pay the storage and handling fee for these Goods as well.
- 5.5. The Provider shall issue Goods to the Client or other Authorised Person during the Warehouse Operating Hours and the Client or other Authorised Person shall confirm in writing to the Provider the acceptance of Goods, with the Client retaining one copy of such confirmed document on issue of Goods from the Warehouse. The Client or other Authorised Person undertakes to carry out an exit logistics inspection of Goods, i.e. comparison of Goods issued with the delivery note or other document on the Goods and visual inspection of the undamaged condition of the Goods and the packaging for the Goods. Any loss or destruction of Goods or their packaging shall be immediately reported in writing by the Client to the Provider upon the issue of Goods from the Warehouse and at the same time a record of the loss or destruction of Goods or packaging shall be made directly in the written document of the issue of Goods from the Warehouse, otherwise it shall be deemed that the Goods, including the packaging, have been issued to the Client from the Warehouse by the Provider without any defects or deficiencies, in the appropriate quality and quantity in accordance with the Contract and Order.
- 5.6. The Provider is obliged to prepare Goods for issue in accordance with the Order delivered to the Provider. In case of any doubt as to the identification and quantity of Goods dispatched, the Provider shall request clarification from the Client regarding such information and the Client shall deliver a corrected Order to the Provider. If an ordinary or corrected Order of the Client is delivered to the Provider after the deadline specified in paragraph 5.4 of these GTC, the Provider shall deliver the ordered Goods to the Client on the next possible date.
- 5.7. The Provider undertakes to keep records of Goods stored.
- 5.8. In the event that it is not possible to perform any Services according to the Client's instructions or in the event of any other need, the Provider is entitled to request from the Client additional information or documents necessary to provide the Services.
- 5.9. The Provider shall have a lien on the Goods to secure its claims or receivables from the Client. The Client agrees that the exercise of the right of retention over Goods is, within the meaning of Section 1396(2) of the Civil Code, compatible with the manner in which Goods are to be handled and which was imposed on the Provider upon handover of Goods.
- 5.10. The Provider is not obliged to insure Goods, so based on an agreement of the Contracting Parties the application of Section 2421 of the Civil Code is excluded.
- 5.11. The Provider is entitled to store Goods in the Warehouse together with other goods of other clients, provided that it is able to ensure the registration and physical traceability of the Client's Goods.
- 5.12. The Provider is not obliged to ascertain or examine the weight of Goods.
- 5.13. The Provider reserves the right, at its own discretion, to partially or completely suspend or cancel the provision of the Services under the Contract at any time, without prior notice and without any liability to the Client or other Authorised Persons, in the event that it is determined that the Services provided or parts thereof are prohibited by applicable laws and regulations, in particular European Union or national laws, including anti-terrorism and embargo laws and regulations, or in the event that the Goods stored violate international regulations related to trademarks, patents, etc.
- 5.14. The Provider further reserves the right not to provide any performance to the extent that such performance or payment could expose the Provider to international sanctions, restrictions or limitations imposed by United Nations resolutions or by trade or economic sanctions, European Union or national legislation or regulations.
- 5.15. In the event the Client defaults on paying the Fee billed and/or any other payments and/or advances billed by the Provider or in the event of any other debt owed by the Client to the Provider, the Provider shall be entitled to suspend the provision of any Services. The Provider is obliged to inform the Client of the exercise of this right to suspend the provision of Services.

- 5.16. The Provider shall be entitled to set off any of its due and undue receivables from the Client against any receivable of the Client from the Provider, i.e. receivables (i) due and undue, or (ii) arising under and/or in connection with the Contract, or (iii) arising under or in connection with any other legal relationship of the Contracting Parties.

## **6. Responsibility of the Provider**

- 6.1. The Provider shall be liable for damage to stored Goods that occurs to Goods after their acceptance until the moment of their issue to the Client or to a person authorised by the Client to accept Goods. The moment of issue of Goods from the Warehouse shall be understood as confirmation of acceptance of Goods by the Client or a person authorised by the Client to accept Goods. The Provider undertakes to take care of Goods with professional care in a manner appropriate to the nature of the Goods, so that the Client does not suffer damage. Under no circumstances shall the Provider pay for indirect damage, consequential damage or loss of profit.
- 6.2. The Provider shall not be liable for any damage caused to Goods:
- By the Client;
  - By a defect or the inherent nature of the Goods;
  - By a defect in the packaging for the Goods.
- 6.3. The Provider shall not be liable for damage or destruction of pallets and returnable packaging resulting from any handling of Goods.
- 6.4. The Provider shall be liable for damage suffered by the Client as a result of a proven culpable breach of the Provider's duties to provide the Services in full, in accordance with the relevant provisions of the Civil Code, except in cases of force majeure.
- 6.5. The Parties have expressly agreed to limit compensation for damages, except for compensation for damage to the Client's goods as stipulated in the contract to which the T&C apply, to the amount of CZK 1,000,000 (one million Czech koruna). This means that if the Provider is liable to the Client for damages under the Contract, its total obligation to compensate for damage is always and in all cases limited to CZK 1,000,000, except for compensation for damage to the Client's goods.
- 6.6. In the event of damage to Goods or any other damage for which the Provider is liable, the Provider undertakes to claim the relevant compensation from its insurer in a timely manner; however, the Client is obliged in such cases to provide the Provider with all necessary assistance for this purpose, in particular to provide the necessary documents and other related information in time to prove the amount of the damage incurred.
- 6.7. Force majeure means events which cannot be foreseen at the time of conclusion of the Contract and which cause a partial or complete impediment to the performance of either Contracting Party's contractual duties, namely events which cannot be avoided with all the care that can be required of the Contracting Party concerned, in particular strike, war, other disturbances, commercial monetary, political or other measures of the authorities, as well as natural events such as fire, flood, earthquake, etc. The insolvency of either Contracting Party due to lack of funds or the lack of will to pay of either Contracting Party shall not be deemed to be force majeure. The Contracting Parties undertake to inform each other of the existence of force majeure without undue delay.

## **7. Client's Basic Rights and Duties**

- 7.1. The Client agrees to pay the Provider the agreed Fee for the Services provided under the Contract.
- 7.2. The Client declares that only Goods owned by the Client will be stored at the Provider's place of business or it is obliged to explicitly point out and specify in the contract the Goods that are not owned by the Client and that these Goods do not fall into any of the groups of hazardous Goods within the meaning of the European Agreement.
- 7.3. In the event of delay with payment of an invoiced Fee, any other payment, advance payment or reimbursement of costs incurred in connection with the Contract, the Client undertakes to pay the Provider penalty interest at a rate of 0.05% per day of the amount due for each day of delay. In addition to penalty interest, the Provider shall be fully entitled to compensation for damages resulting from the Client's failure to pay a monetary debt.
- 7.4. The Client shall send the Provider all documents, information and data necessary for the provision of the Services, together with an Order. In the event that the data stated in an Order or other request of the Client differs from the data stated in other documents on the Goods, the Client shall eliminate the discrepancy and bring the conflicting data into conformity with the facts in writing, without undue delay. Until the Client resolves a discrepancy between the above data or if the Goods do not correspond to the data specified in the Order, any other request of the Client and/or any other document on the Goods, the Client shall not be entitled to demand the performance of the Services; on the contrary, in such cases the Provider shall be entitled to refuse to perform the Services and to claim from the Client compensation for any costs incurred.
- 7.5. The Client shall have the right to enter the Warehouse premises during the Warehouse Operating Hours upon prior written notice, which shall be delivered to the Provider at least two (2) Business Days prior to the requested date of entry, through its authorised employees or specially authorised persons, for the purpose of:
- Checking the Services performed by the Provider for the Client;
  - Checking the condition of the Client's stored Goods;
  - Checking the quantity of Goods stored;

- d. Carrying out stocktaking of Goods, unless the Provider carries out stocktaking for the Client for payment, as agreed by the Contracting Parties.
- 7.6. Before entering the Warehouse, the Client and persons authorised by it are obliged to familiarise themselves with the relevant regulations governing health and safety at work in the Warehouse and to observe them throughout the period of entry and inspection. The Provider shall not be liable for damage caused to the Client or other persons of the Client as a result of the Client's breach of these regulations.
- 7.7. In the event that, as agreed by the Contracting Parties, the Provider performs stocktaking of Goods for the Client, the Client undertakes to pay the Provider for this activity the price agreed by the Contracting Parties, and if this price is not expressly agreed, then the price determined by the Provider, which will not be grossly disproportionate to the usual prices for the same or similar activity at the time and place.
- 7.8. In a case where stocktaking of Goods is carried out by the Client, this activity must not in any way endanger or restrict the Warehouse's operation.
- 7.9. The Client shall be liable to the Provider for damage incurred by the Provider as a result of erroneous, inaccurate, incomplete or otherwise defective documents, information and data provided by the Client, fines or other penalties for violating public regulations.
- 7.10. The Client shall pay the Provider the agreed Fee and any other costs incurred by the Provider in connection with the provision of the Services under the Contract.
- 7.11. Upon the Provider's request, the Client is obliged to pay at any time (i.e. even before the commencement of the provision of the Services) any advance on the Fee, any other payment expected in connection with the provision of the Services under the Contract or any other costs that may arise in connection with the provision of the Services under the Contract or in connection with the failure to provide the Services.
- 7.12. The Client shall be liable to the Provider for the actual weight of Goods and their conformity with the data stated in the Goods documents.
- 7.13. If damage to Goods is imminent or damage to Goods or any part thereof has already occurred, the Client shall provide the Provider with the necessary instructions for handling Goods and minimising the damage without undue delay, while all costs related to such handling of Goods and minimising damage shall be borne by the Client and the Client undertakes to reimburse the Provider for such costs, if incurred.
- 7.14. The Client shall submit and document any claim for compensation to the Provider no later than within 3 (three) months of the occurrence of the damage, otherwise its claim for compensation shall expire.
- 7.15. The Client is entitled to cancel an Order or other instruction confirmed by the Provider only by agreement of the Contracting Parties. In the event of cancellation of an Order confirmed by the Provider or a request of the Client agreed by the Provider, the Client is obliged to reimburse the Provider for all costs already incurred by the Provider and, if applicable, a proportionate part of the Fee for the Services already provided.
- 7.16. The Client undertakes to indemnify the Provider if it incurs any damage or other harm in connection with any act, omission or breach of any duty by the Client or its authorised persons. Similarly, the Client agrees to indemnify the Provider in the event that any act, omission or breach of any duty by the Client results in the creation of an illegal condition that leads to any costs, penalties or other duties on the part of the Provider (including as a guarantor).
- 7.17. The Client is obliged to provide the Provider, at any time upon request, with immediate information about its economic situation to the extent necessary to assess its ability to fulfil its obligations under the Contract.
- 7.18. The Client is not entitled to assign any of its receivables from the Provider to a third party in whole or in part or to pledge any of its receivables from the Provider in favour of a third party in whole or in part without the Provider's prior written consent. The Client is not entitled to unilaterally set off any of its receivables from the Provider or part thereof against the Provider's receivables.

## **8. Fee, Other Payments, Invoicing, Due Date**

- 8.1. The price for the provision of the Services, i.e. the Fee, was determined by agreement between the Contracting Parties in the Contract. Value added tax will be added to the price - Fee in accordance with applicable legislation. The Client is obliged to pay the Fee, including value added tax, in a due and timely manner.
- 8.2. The Provider is entitled to invoice the Fee always after the end of the relevant calendar month in which the Services were provided, based on a tax document - invoice.
- 8.3. In addition to the Fee, the Provider is entitled to re-bill all costs and other expenses incurred by the Provider that were necessary for the proper provision of the Services, for the prevention of damage or protection of the Client's interests, or incurred by the Provider in connection with the provision of the Services or in connection with the correction of any consequences of a damage event arising during the provision of the Services.
- 8.4. The Client undertakes to pay the Fee to the Provider, as well as all other payments and costs invoiced by the Provider and the applicable value added tax, no later than within 14 (fourteen) calendar days of the date of the invoice issued by the Provider.
- 8.5. The Provider is entitled to choose the method of sending a tax document; tax documents are regularly sent by email.
- 8.6. The Contracting Parties declare that the amount of the Fee and the agreed due date of the Fee and all other payments and costs are in accordance with commercial practices in the logistics services industry and are not unfair to either Contracting Party.

- 8.7. Section 1805(2), first sentence, of the Civil Code, i.e. under what circumstances the Provider is entitled to demand interest from the Client in excess of the principal, is excluded.
- 8.8. The Contracting Parties further agree that the Provider is entitled to unilaterally increase the Fee in the event that, as a result of:
- a. The adoption of an amendment or change in the interpretation of any law, measure, official notice or other generally binding regulation after the date of the Contract; or
  - b. The adoption or amendment to any measure or official communication by any public authority (including an authority of a foreign state) after the date of the Contract; or
  - c. The assertion of any private or public law claims (including claims against the Provider as guarantor) of any person, entity, authority, institution or agency (including foreign) under any law now or hereafter in force in respect of minimum wage compliance of employees of any entity involved in the transportation of Goods, the costs to the Provider (including, but not limited to, the payment or increase of any tax, toll, duty, levy, fee, fine, penalty or any other or similar payment or expense) during the provision of the Services are increased. The increase in the Fee in accordance with this paragraph 6.8 of these GTC shall correspond to the Provider's increased costs.

## **9. General Provisions, Provider's Liability for Transport Services**

- 9.1. The Provider shall arrange (but not execute) Transport Services consisting of the transportation of Goods from the Warehouse to the Recipient by a Carrier selected by the Recipient from the Carriers used by the Provider. Furthermore, the Provider shall arrange for the handover of the Goods to the Carrier for the provision of Transport Services and inform the Depositor of the handover of the Goods to the Carrier, including the identification of the shipment enabling its tracking based on the service operated by the Carrier, if the selected Carrier allows it. The Provider shall also arrange for the acceptance of Goods returned for any reason or claimed by the Recipient or Carrier to the Warehouse, storage of the returned Goods, and inform the Depositor of the storage of the returned Goods
- 9.2. Claims arising from damage, loss or destruction of Goods and from late acceptance or issue of Goods to/from the Warehouse shall be time-barred against the Provider after 1 (one) year.
- 9.3. If the Provider also performs Transport Services as a part of the Services, all legal relations on the provision of such Transport Services, including the Provider's liability as a carrier, shall be governed, as appropriate, by the terms and conditions set forth in the General Terms and Conditions for International and Domestic Road Freight Transport - Dextrum Fulfillment, a.s., as the Carrier, published on the website at [www.dextrum.cz](http://www.dextrum.cz).

## **10. Contractual Penalties**

- 10.1. In the event of a breach of the duties pursuant to paragraph 7.2 of these GTC, the Client shall pay the Provider a contractual penalty in the amount of three times the Fee including VAT invoiced by the Provider for the calendar month immediately preceding the breach of the relevant duty by the Client, on the basis of which the Provider requires the Client to pay the contractual penalty. The Provider may claim a contractual penalty for each individual breach of the Client's duty, i.e. cumulatively or repeatedly.
- 10.2. The payment of a contractual penalty under these GTC shall in no way affect the Provider's right to compensation for the damage incurred or part thereof. A contractual penalty under these GTC is payable within 7 (seven) Business Days of the date Provider's demand for the contractual penalty is sent to the Client.

## **11. Provider's Lien on Goods, Enforcement of Lien**

- 11.1. The Contracting Parties agree that the Provider shall have a lien on the Goods, for as long as it may dispose of them under the Contract, to secure the Client's debts to the Provider arising
- a. from the Contract under which the Services were provided concerning the Goods on which the Provider claims a lien,
  - b. from all other contracts concluded up to the moment of exercise of the lien on the Goods by the Provider,
  - c. from any other contracts or legal relationships arising between the Contracting Parties or between the Provider and any person in the Client's Group.
- 11.2. At any time after any debt of the Client secured by a lien pursuant to paragraph 11. of these GTC becomes due and is not paid, the Provider shall be entitled to deliver to the Client a notice of commencement of enforcement of the lien and shall thereafter be entitled to enforce the lien in the manner set forth in this Article 11. of these GTC (paragraph 9.3 of the GTC).
- 11.3. In the event of enforcement of the lien, the Provider shall be entitled at its sole discretion to:
- a. Sell the collateral in accordance with the procedure set out in paragraph 11. of these GTC (hereinafter "**Private Sale**");
  - b. Accept the collateral to satisfy the debts secured by the lien in accordance with the procedure set out in paragraph 11. of these GTC (hereinafter "**Realisation by Transfer**"); or

- c. Have the collateral sold at a public auction pursuant to Act No. 26/2000 Coll., on public auctions, as amended, or by court-approved sale pursuant to Section 354 et seq. of Act No. 292/2013, on special court proceedings, as amended; or;
  - d. Enforce the lien in any other manner permitted under applicable legal regulations.
- If the law is changed to allow for another method of enforcing the lien, the Client shall promptly take all steps and enter into all agreements with the Provider that the Provider reasonably requires to effectively enforce the lien in such other manner.
- 11.4. If any of the above-described methods of exercising the lien does not result in the transfer of the ownership right to the collateral, the Provider is entitled to interrupt, terminate or change the method of exercising the lien, even repeatedly, but is obliged to proceed with professional care.
  - 11.5. Realisation by Private Sale will be governed by the following rules, compliance with which by the Provider will be deemed to be the exercise of professional care and a procedure in the interest of both the Provider and the Client:
    - a. The Provider shall announce selection proceedings to find a bidder to buy the collateral in a manner it considers appropriate, taking into account the nature of the collateral, the markets in which assets of the same type as the collateral are traded, and the likely bidders for the collateral.
    - b. The Client agrees to promptly submit to the Provider, upon the Provider's request, all documents and information about the collateral that the Provider reasonably requires in order to provide them to the bidders for the collateral and to achieve the maximum bid price, provided, however, that the Client agrees that if, in the Provider's sole opinion, it fails to provide all such documents and/or information within a reasonable time, the Provider shall be entitled to conduct the selection proceedings solely on the basis of the documents and information that the Client demonstrably provides to it;
    - c. Bidders will have a period of at least three (3) days to make a binding offer to purchase the collateral, including any period for studying information and documents relating to the collateral;
    - d. The Provider will not accept an offer to purchase the collateral until after the expiry of the period which, according to the Civil Code, must elapse between the notification of the commencement of the enforcement of the lien and the monetisation of the collateral;
    - e. The Provider will sell the Collateral without any warranties or representations as to the collateral or as to any information provided about the collateral and excluding any liability for defects in the collateral, and bidders will have no recourse against the Provider with respect to any of the foregoing; and f) the Provider will not be obligated to consider bids that would expose it to any settlement, credit, tax, regulatory, business or other risk. In particular, the Provider shall be entitled to give preference and to set the terms of the selection proceedings in such a way as to give preference to (i) bids offering immediate payment in money against delivery over bids offering other than cash consideration or other than immediate payment; (ii) tenders structured to minimise the Provider's tax burden over tenders exposing the Provider to tax costs or the risk of such costs; (iii) unconditional bids over bids conditioned by legal, regulatory, administrative, commercial or other terms; g) the Provider is entitled to delegate the execution of realisation by Private Sale (or certain actions in connection therewith) to a third party knowledgeable about the conditions of the market in which assets of the same type as the collateral are traded.
  - 11.6. The Client hereby irrevocably proposes to the Provider within the meaning of Section 1315(2)(b) of the Civil Code to transfer to it the collateral for payment of all debts secured by the lien (or part thereof), as follows:
    - a. At any time after the Provider delivers to the Client a notice of commencement of enforcement of the lien, the Provider is entitled to deliver to the Client a written acceptance of its offer to transfer the collateral;
    - b. The agreement on the transfer of the collateral to the Provider shall arise (i) at the moment the period which, according to the Civil Code, must elapse between the notification of the commencement of enforcement of the collateral and the monetisation of the collateral expires; or (ii) at the moment the Provider delivers to the Client a valuation of the collateral prepared by a consulting company in the relevant field operating in Prague, appointed by the Provider (hereinafter the "Valuation Expert"), whichever is the later;
    - c. An ownership right to the collateral shall be acquired by the Provider at the moment a collateral transfer agreement arises;
    - d. The Client is obliged to sign the necessary proposal for entry or registration without undue delay upon the Provider's request and to take all other steps necessary to achieve entry or registration;
    - e. For the purposes of Realisation by Transfer, the price of the collateral shall be determined by the Valuation Expert. The Contracting Parties agree that the Valuation Expert's task shall be to determine the price of the collateral within 20 (twenty) days of the date on which the Provider selects the Valuation Expert or the Client pays the Valuation Expert an advance on its expenses determined in writing, whichever is the later. If the Client fails to pay the advance on the Valuation Expert's costs, the Provider shall be entitled to do so at the Client's expense. The Client agrees to promptly provide to the Valuation Agent, upon request, with all documents and information reasonably requested by the Valuation Agent for the purpose of valuing the Collateral, provided, however, that the Client agrees that if, in the sole opinion of the Valuation Expert, it fails to provide all such documents and information within a reasonable time, the Valuation Expert shall be entitled to value the Collateral solely on the basis of the documents and information reasonably available to it at the time of valuation. If the Valuation Expert determines the price of the collateral by reference to a price range, the lowest price

determined by the Valuation Expert shall be the price of the collateral for the purposes of this paragraph 9.6.e) of these GTC;

- f. As of the time the Provider acquires ownership of the collateral, the Client's debt to the Provider secured by the lien as a result of the performance by transferring ownership of the collateral shall be reduced by the collateral price determined pursuant to paragraph 9.6.e) of these GTC, less any taxes, withholdings and other liabilities and costs related to the Realisation by Transfer;
- g. In the event that the amount by which the Client's debt to the Provider secured by the collateral is to be reduced pursuant to paragraph 9.6.f) of these GTC exceeds the amount of the Client's debt to the Provider secured by the collateral at the time the Provider acquires ownership of the collateral, the Provider shall pay the difference to the Client within 30 Business Days of the date on which the amount is determined by the Valuation Expert in accordance with the procedure set forth in paragraph 9.6.f) of these GTC.

## **12. Notification**

- 12.1. Any communication relating to the Contract and proposals for it must be in writing and, unless otherwise specified, must be delivered by hand, fax, e-mail, data box or other form of electronic communication, provided that such forms of electronic communication are deemed to be in writing.
- 12.2. Communication by email without a guaranteed signature is considered sufficient except in the following cases:
  - a. Communications relating to amendments to or termination of the Contract;
  - b. Waiver of a right or waiver of a requirement;
  - c. A case where the addressee has reserved the right to receive the communication in another form.
- 12.3. Subject to the exceptions set out below, any communications or documents in connection with the Contract (or any draft thereof) shall be deemed to have been delivered:
  - a. If they are delivered in person or by courier with confirmation of delivery to the addressee, at the moment of delivery to the addressee;
  - b. If they are sent by post, at the moment they are delivered to the relevant address, or on the 5th (fifth) Business Day after the day on which they are mailed in a properly addressed envelope and postage prepaid (unless the provider of postal transport notifies the sending party that the notice was not in fact delivered to the addressee's address or deposited for the addressee at the post office in accordance with the applicable rules for the postal carriage of mail, or in cases where such fact is otherwise established beyond reasonable doubt);
  - c. If they are sent by e-mail, data box or other electronic communication, at the moment they are received in legible form.
- 12.4. Communications delivered pursuant to paragraph 12.1. of these GTC that are received on a day other than a Business Day or after 16:00 at the place of delivery shall be deemed to have been delivered on the next Business Day at that place.

## **13. Final Provisions**

- 13.1. The Contracting Parties expressly exclude the application of any terms and conditions of the Client to any legal relationship arising between them, even if the Client in any way referred or refers to them and even if they are known to the Provider. Within the meaning of Section 558(2) of the Civil Code, the parties exclude that in legal dealings between them commercial practices generally and in the logistic services sector shall be taken into account.
- 13.2. Relations between the Contracting Parties not expressly regulated by the Contract or any other contract concluded between the Contracting Parties shall be governed by the relevant provisions of international and Czech legal regulations.
- 13.3. The Parties shall attempt to resolve any disputes arising from the Contract out of court through bilateral negotiations in order to maintain good business relations. In the event that a dispute is not resolved in this way, either of the Parties shall be entitled to refer the dispute to the District Court for Prague-West, if the District Court is the competent court, and to the Regional Court in Prague, if the Regional Court is the competent court. In the event of a consumer dispute arising in connection with consumer relations under the Contract between the Provider and the Client, as a consumer, the Client may apply to the Czech Trade Inspection Authority, registered office: Štěpánská 567/15, 120 00 Prague 2, which is the competent entity for its out-of-court settlement. The Czech Trade Inspection Authority's website is: [www.coi.cz](http://www.coi.cz).
- 13.4. These GTC are intended to regulate relations primarily between entrepreneurs and shall not be interpreted and applied in accordance with Sections 1798 - 1800 of the Civil Code, as the GTC are published at the Provider's publicly accessible and free website and everyone has the opportunity to get acquainted with them at any time. The Client declares that prior to the conclusion of the Contract it had the opportunity to become sufficiently familiar with the GTC and to influence the content of the GTC by excluding the application of any passages, articles or paragraphs contained in the Contract.
- 13.5. Within the meaning of Section 1794(2) of the Civil Code, the Client waives the right to demand the cancellation of the Contract and restitution of the original status due to any unreasonable curtailment and at the same time declares that it accepts the performance under the Contract for the agreed Fee, whereby the Client declares that it does not consider the amount of the Fee to be grossly disproportionate to the consideration provided.



- 13.6. Within the meaning of Section 1765(2) of the Civil Code, the Client accepts the risk of a change of circumstances in the event that circumstances change after the conclusion hereof to such an extent that performance hereunder becomes more difficult for it.
- 13.7. The Client grants consent to the Provider and any persons in the Provider's Group to collect, store and process the personal data provided by the Client to the Provider for the purpose set out below. This consent is granted by the Client for all data provided in contracts and related documents and in all communications between the Contracting Parties for a period of 5 (five) years from the date consent is granted, but at least for the duration of the contractual relationship between the Contracting Parties. The Client declares that all the information provided by it is accurate and true and is provided voluntarily. All personal data of the Client will be collected, stored and processed by the Provider or an entity from the Provider's Group for the purpose of offering transport, forwarding and logistics services. All data will be collected, stored and processed by the Provider or an entity from the Provider's Group also for the purpose of sending commercial communications to the Client or entities from the Client's Group via electronic means, until the Client directly and effectively sends the Provider information that it does not wish to continue receiving commercial communications from the Provider or an entity in the Provider's Group, but for a maximum period of 5 (five) years. The Client agrees that the Provider or an entity from the Provider's Group may associate other personal data with the provided data. Summarised data about the Client or an entity from the Client's Group may be used by the Provider or an entity from the Provider's Group for statistical purposes for the internal needs of the Provider or an entity from the Provider's Group. The Provider declares that it will collect the personal data of the Client or an entity from the Client's Group to the extent necessary to fulfil the stated purpose and process them in accordance with the purpose for which they were collected.
- 13.8. The Client agrees to the publication of its name or business name and logo on the Provider's website for the purpose of presenting the Client as a business partner of the Provider. The Contracting Parties agree that the Client and/or any entity from the Client's Group may be contacted by the Provider or an entity it designates in the case of a marketing or promotional event, offer of business cooperation, competition, announcement or inquiry regarding current cooperation or other announcement or business communication, in any form. The Client agrees to the use of any contact details of the Provider or entities from the Provider's group provided for marketing purposes.
- 13.9. If any provision of these GTC is inconsistent with mandatory provisions of laws or international standards in force and in effect in the Czech Republic, then the provisions of such laws or regulations shall apply, but this shall not affect the validity of the other provisions of these GTC or the validity of these GTC as a whole. The Parties expressly declare that the provisions of these GTC that deviate from the provisions of the Civil Code are knowingly agreed as such and declare in good faith and conscience that such deviating provisions are not contrary to accepted practices, do not violate public order or the law concerning the position of persons, including the right to protection of personality, and are agreed honestly.
- 13.10. The Provider is entitled to make changes to the GTC and is obliged to notify the Client of such changes by publishing the new GTC on its website [www.dextrum.cz](http://www.dextrum.cz) no later than 14 (fourteen) days before they become effective. The Client is entitled to reject the changes to the GTC and terminate the Contract for this reason within 1 (one) month of the entry into force of the new GTC, with the notice period being 1 (one) month and starting to run on the 1st (first) day of the calendar month following the calendar month in which notice was delivered to the Provider. If the Client does not reject (terminate) the GTC within the aforementioned agreed time limit, the GTC shall be effective in the amended form from the moment of effectiveness of the amendment specified by the Provider. If the Client rejects (terminates) the GTC within the above-mentioned agreed period, the GTC are effective until the expiry of the notice period. The Client undertakes to continuously monitor the Provider's website and familiarise itself with the current version, including the text of the GTC, at least once a month.
- 13.11. The effectiveness of these GTC commences on April 1, 2024.