

Terms and conditions

1. Introductory Provisions, Basic Terms

1.1. Introductory Provisions

Shipmall s.r.o., ID: 10728899, headquartered at Gočárova třída 1754/48b, 500 02 Hradec Králové, registered in the Commercial Register B 3756 maintained by the Regional Court in Hradec Králové, issues these terms and conditions, which form an integral part of the contract under which the Warehouser agrees to provide the services specified in the contract and the Depositor agrees to pay the agreed fee (price).

The provision of services specified in the contract and these terms and conditions means the sum of all activities and actions related to the storage of goods, packaging of goods, and arranging the transportation of shipments to the recipient.

By signing the Contract or its amendment, the Depositor confirms that they have read these Terms and Conditions (hereinafter referred to as "T&C") and agrees to abide by their provisions. The T&C and the price offer, which serves as a price list of services, form part of the contract in accordance with § 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "CC").

1.2. Basic Terms

The terms used in the contract and the terms and conditions have the following meanings:

Warehouser: the company Shipmall s.r.o.;

Depositor: the recipient of the Warehouser's services, referred to in these T&C as "Depositor";

Recipient: the recipient (addressee) of the shipment;

Shipment: one or more pieces of goods intended for transportation;

eLogist: the Warehouser's information warehousing system used for ordering goods to be stocked, its records, ordering expeditions, and cash on delivery overviews;

Price List: the offer of services that is an appendix to the contract with the Depositor, serving as a price list of services and taking precedence over the general price list;

General Price List: includes the basic prices of the services provided by the Warehouser and is published in the eLogist system;

Dimensional and Weight Limit: the maximum dimension or weight of one piece of goods, or packaging containing multiple pieces of goods, such as a box or pallet. The

weight limit is set at 1.5 tons, and the dimensions are length 2m, width 1.2m, height 2.25m.

1.3. Warehouse Addresses

The Warehouser operates its logistics services at the following addresses:

- a) P3 Park Hall B4, Do Čertous 2772/8, 193 00 Prague 913,
- b) Elitex Area, Vrchlického 323, 517 21 Týniště nad Orlicí,
- c) Prologis Park Bratislava, Hall DC2, Dialničná cesta 4088, 903 01 Senec, Slovak Republic.

1.4. Stocking Order

The Depositor orders the stocking of goods with the Warehouser electronically exclusively in the eLogist application at least one working day before the planned delivery date to the Warehouser's warehouse.

The Depositor shall notify the Warehouser of the planned delivery of goods for stocking in the volume of 5 or more EURO pallets, or the equivalent of this quantity, at least 3 working days before the planned delivery date.

In the case of planned delivery of goods in a volume greater than 10 EURO pallets, or the equivalent of this quantity, the Depositor and the Warehouser shall agree on the exact date and time within a two-hour range when the goods will be delivered to the Warehouser for receipt, no later than 15:00 on working days.

The stocking order contains the following details: supplier name, product name, product identifier (ID), barcode (EAN), product variants, quantities, expiration dates.

The Depositor is entitled to cancel the order in the eLogist application until the physical receipt of the goods by the Warehouser.

1.5. Receipt of Goods

The Warehouser receives the shipment of goods based on the stocking order in the eLogist application.

The Warehouser will check the received goods for quantity and volume of delivery within a reasonable period. Upon receipt of the goods, the Warehouser verifies the consistency of the quantity of delivered goods with the documents accompanying the goods (delivery note). However, the Warehouser is not required to check the proper packaging of the goods and their labeling, and by confirming the delivery note or issuing another confirmation of receipt of the goods, does not confirm the proper packaging and labeling of the goods. The Warehouser verifies the quantity of received packaged goods according to the declared number of packaging units on the pallet, in the container, or other packaging in which the goods are received.

Unless the Customer particularly orders the inspection of the goods, the Warehouser does not verify the number of items in the packaging in which the goods are received, and the confirmation of receipt issued confirms only the receipt of the total number of packaging units, not the number of individual items in the received packaging. The Warehouser also does not verify, nor confirm on the receipt, the conformity of the declared type, model, or quality of the goods with the actual contents of the packaging. Any defects in packaging, labeling, quantity, or quality of goods discovered may, but are not required to, be notified by the Warehouser to the Depositor, requesting remediation, and if the Depositor does not rectify the defects within a reasonable period, the Warehouser may rectify the packaging or labeling defects at the Depositor's expense.

If the goods are not properly labeled with barcodes, the Warehouser reserves the right to label them with their own barcodes. The costs associated with labeling the goods are borne by the Depositor. The stocking time of goods after their receipt and inspection is always subject to agreement.

The Warehouser is entitled not to accept or stock a shipment of goods if:

- a) The stocking order is not properly entered in the eLogist system or shows significant discrepancies compared to the actually received goods;
- b) The shipment exceeds the specially agreed storage capacity in the contract;
- c) The shipment shows visible signs of damage that may affect the appearance or functionality of the goods or the transport packaging;
- d) The adhesive tape is damaged, preventing the opening of the goods packaging;
- e) There are unpaid claims past the due date owed by the Depositor to the Warehouser;
- f) It exceeds the dimensional or weight limit;
- g) It contains firearms, ammunition, gunpowder, matches, ammunition, explosives, flammables, dangerous chemicals, narcotics and psychotropic substances, biological or nuclear materials, or other similar substances and items with restricted handling and manipulation or are dangerous by their nature;
- h) It contains goods that are not protected, packaged, or secured in a manner corresponding to their weight, shape, properties, or nature (character) or contains goods that could damage other shipments or could damage the Warehouser's or carrier's transport and handling equipment or could themselves be damaged by such equipment or goods that could endanger the life, health, or property of the Warehouser or carrier, or their employees. This provision applies even if these properties or nature (character) of the shipment, inadequacy, or unsuitability of its packaging or securing, etc., become apparent only during the transport of the shipment, or after its physical receipt by the Warehouser or carrier. The choice of further handling of such a shipment fully belongs to the Warehouser or its appointed carrier. In these cases, it is agreed that the Depositor acknowledges without reservation the justification of the Warehouser's or its appointed carrier's actions,

including the completeness, sufficiency, and indisputability of the evidence (especially photographic documentation) provided to the Depositor by the Warehouser or its appointed carrier in such matters;

- i) It contains live animals and organisms, plants, or any biological material; it contains goods subject to controlled temperature regimes, plants, easily perishable goods (e.g., perishable food);
- j) The shipment is sent on a cash-on-delivery basis.

1.6. Storage of Goods, Storage Spaces

Goods are stored in the spaces operated by the Warehouser, in storage locations (pallet racks, shelf racks, or freely on the floor).

The climatic conditions of the Warehouser's storage spaces are maintained within ranges that allow the storage of common types of goods. The Depositor is entitled to order the stocking of only such goods that can be stored in the climatic conditions of the Warehouser's storage spaces.

The Depositor may visit the Warehouse and inspect the stored Goods upon prior appointment and confirmation of the visit date by the Warehouser. The Depositor must not move around the Warehouse except in the presence of an assigned Warehouse worker. The Depositor is obliged to adhere to the safety and fire rules of the Warehouse and the instructions of the assigned Warehouse worker.

If inspecting the goods could result in damage to the goods, their packaging, or the risk of damage to other stored goods or the Warehouse, the Warehouser is entitled not to allow the Depositor to inspect or terminate the inspection. The Warehouser is also entitled not to allow the Depositor to inspect the goods for other important reasons, especially due to ongoing audits, inspections, inventories, or increased risk of injury or damage. The Depositor is solely responsible for any damages caused to the goods during the inspection.

The Warehouser will conduct an inventory of goods based on the Depositor's request. One inventory is conducted annually for the Depositor free of charge. Any additional inventory conducted based on the Depositor's request is charged. Inventory of stock is ordered exclusively by email to the responsible warehouseman.

2. Service Fees, Invoicing

The Warehouser charges fees for services provided according to the price list attached to the contract with the Depositor, which is an integral part of the contract.

Invoicing of services provided is carried out based on mutually agreed conditions, usually on a monthly basis for the past month. The Warehouser issues an invoice, which is due 14 days after the issue date unless agreed otherwise in the contract.

3. Terms of Contract Termination

The contract between the Warehouser and the Depositor can be terminated under the conditions specified in the contract and these terms and conditions.

Termination of the contract does not affect any rights or obligations that arose during the term of the contract. Upon termination, the Depositor is obliged to settle any outstanding amounts owed to the Warehouser.

In the event of early termination of the contract by the Depositor without cause, the Depositor is obliged to pay the Warehouser compensation for any damages and costs incurred as a result of the termination.

4. Liability for Damages, Complaints

The Warehouser is liable for damages caused to the goods during storage to the extent specified by applicable law.

The Warehouser is not liable for damages caused by natural disasters, acts of war, strikes, or other circumstances beyond the Warehouser's control.

Complaints regarding the services provided by the Warehouser must be made in writing without undue delay. The complaint must specify the nature of the defect and the claimed amount.

5. Final Provisions

These terms and conditions take effect on the date specified in the contract. The Warehouser reserves the right to amend these terms and conditions. Amendments take effect upon their publication in the eLogist system.

The contract and these terms and conditions are governed by the laws of the Czech Republic. Any disputes arising from the contract will be resolved by the competent courts in the Czech Republic.

The contractual relationship between the Warehouser and the Depositor is established by the contract, which includes these terms and conditions and the price list.