

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF FULFILLMENT SERVICES

MDM Logistics Ltd.

1. BASIC PROVISIONS

- 1.1. These general terms and conditions ("GTC") are issued in accordance with the provisions of Section 273, paragraph 1 of Act No. 513/1991 Coll. Commercial Code, as amended ("*Commercial Code*") by MDM Logistics sro ., with its registered office at Triblavinská 24, 900 25, Chorvátsky Grob, Slovak Republic, Company ID: 54 527 082, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro , File No. 161757/B ("*MDM Logistics* " or "*Provider*") .
- 1.2. These GTC regulate the terms and conditions of provision of fulfillment services ("*Services*") by MDM Logistics to the Client and other mutual rights and obligations of MDM Logistics and the Client in connection with the provision of the Services. The Client is understood to be an entrepreneur who, as the customer of the Services, has concluded a framework agreement for the provision of fulfillment services ("*Agreement*") with MDM Logistics as the provider of the Services . The provision of the Services is not intended for consumers.
- 1.3. These GTC were delivered to the Client prior to the conclusion of the Contract and form part of the Contract and each sub-contract concluded between MDM Logistics and the Client, regardless of their form, and the terms and conditions set out in these GTC apply to any and all Services provided by MDM Logistics . In the event of any differences between the GTC and the provisions of the Contract, the provisions of the Contract shall prevail.
- 1.4. Services include warehousing services (storage, storage and retrieval of goods), preparation of shipments, transportation of shipments and additional services (system administration, creation of reports, returns of goods, complaints of goods and other services in accordance with the Price List). Individual services and the conditions for their provision are regulated in other parts of the GTC.

2. ORDERING SERVICES

- 2.1. MDM Logistics always provides the Services to the Client based on the Client's order ("*Order*") , to the extent specified in the relevant Order.
- 2.2. The Client places Orders exclusively electronically into the MDM Logistics information system. ("*Information System*"). The Client's access to the Information System is ensured through the Client's user profile available on the website <https://mdm-system.sk/>, or automatically using the automated connection of the information systems ("*API*") of MDM Logistics and the Client ("*Parties*") .
- 2.3. Creating a Client user profile is a prerequisite for the provision of Services. The Client creates a user profile and accesses it via the website <https://mdm-system.sk/> . The Client enters and saves in the user profile, in particular, the following data: business name, registered office address, Company ID, VAT ID, VAT ID, telephone number, contact e-mail, name and surname of the person authorized to place Orders and perform other actions in the Information System on behalf of and on behalf of the Client, other data required by the Information System. To create a Client user profile and access it, it is simultaneously required to create and enter a login name and password.
- 2.4. The Information System allows the Client to place Orders, monitor their status and use other functionalities of the Information System related to the provision of Services, in particular to record and monitor information about the Client's stored goods, expenses and receipts of goods and the Client's customers, create overviews (reports) of the Services provided, access invoices, etc.
- 2.5. The Client is responsible for the completeness and accuracy of his data stored in the user profile and is obliged to update it on an ongoing basis. The Client is further responsible for the protection of his user profile login and password and for all actions performed through the user profile, and is obliged to immediately inform MDM Logistics of any suspicion of misuse of this data. MDM Logistics is not liable for any damage to the Client or third parties caused by the misuse of the Client's access data.
- 2.6. MDM Logistics is entitled to block the Client's user profile at any time, even without prior notice to the Client, in particular, but not exclusively, in the event of reasonable concern about misuse of the user profile, violation of these GTC or generally binding legal regulations by the Client, or any action by the Client that may cause damage or other harm to MDM Logistics , other Clients or third parties.
- 2.7. The Client places an Order by filling in the data required by the Information System for the relevant type of service and sending it via the relevant functionality of the Information System. By sending the Order in accordance with the previous sentence, the Order is considered accepted by the Provider and a partial contract is concluded between the Parties, the subject of which is the provision of the ordered Services.

- 2.8. MDM Logistics may, upon request, enable the Client to automatically place Orders via API. In such a case, the Parties shall regulate the technical, pricing and other conditions for connecting information systems in a separate agreement.

3. STORAGE SERVICES

- 3.1. MDM Logistics as a warehousekeeper, based on the Client's Order as a depositor and under the conditions set out in the GTC, will take over the Client's goods to store them and take care of them for an agreed period of time and provide the Client with related services. The Client as a depositor will pay MDM Logistics for the storage of the goods and related storage services and the remuneration set out in the Price List.
- 3.2. Storage of goods is provided in the MDM Logistics storage facilities located at Triblavinská 3191/24, 900 25 Chorvátsky Grob, in the so-called dry warehouse under normal storage conditions (temperature in the range from 8°C to 38°C, humidity up to 80%). The goods are stored on pallets, in racks or loose, depending on the nature of the goods. The weight limit of goods is 1000 kg per 1 pallet.
- 3.3. The storage areas are not intended for the storage of the following types of goods in particular: food (with the exception of durable hygienically packaged food that can be stored under the storage conditions specified in these GTC), perishable goods, tobacco products, live animals and plants and goods or materials, the storage or possession of which is prohibited, dangerous, subject to special conditions or requiring a special permit, such as weapons, ammunition, explosives, flammables, nuclear material, narcotics and psychotropic substances, medicines, biological material, infectious material, etc. MDM Logistics does not provide storage, preparation and transport of shipments or other services in relation to goods, substances and materials pursuant to the previous sentence.
- 3.4. The storage and removal of goods will always be carried out exclusively on the basis of the Client's Order placed via the Information System, in which the Client will provide, in particular, the following data: date and time of storage or removal of goods, requested/expected storage period of goods, identification data of the forwarder, if the Client does not deliver or receive the goods directly, name of the goods, specification of the goods, goods identifier (ID), bar code (EAN) of the goods, variants of the goods, quantity/number of pieces of goods, method of storing the goods (on pallets, etc.), minimum shelf life or recommended consumption period of the goods, other data required by the Information System.
- 3.5. The client delivers the goods to and collects them from the MDM Logistics storage facilities, either directly or through its contracted forwarder. The operating hours of the storage facilities are from 8:00 a.m. to 4:30 p.m. MDM Logistics may refuse a request for storage and retrieval of goods after 3:00 p.m. if, with regard to the quantity or method of storage of the goods, it is reasonable to expect that their storage or retrieval will not be possible to be completed by the end of the operating hours.
- 3.6. The unloading and loading of the Client's goods stored on pallets to and from the warehouse premises is ensured by MDM Logistics using designated handling equipment. The unloading and loading of goods stored other than on pallets to and from the warehouse premises is ensured by the Client; MDM Logistics will ensure the unloading or loading of such goods only on the basis of a prior special agreement with the Client and for an appropriate handling fee.
- 3.7. MDM Logistics is entitled to inspect the goods before taking delivery. MDM Logistics is entitled to refuse to take delivery of the goods, in particular if:
- a. these are goods whose storage is not ensured by MDM Logistics in accordance with these GTC,
 - b. the goods do not correspond to the Client's Order in terms of type, quantity, specification or other properties,
 - c. the goods or their packaging are damaged,
 - d. the goods are not properly packaged or secured in a manner appropriate to their weight, shape or properties and handling the goods could result in damage or injury to the goods or to the property or health of MDM Logistics or third parties,
 - e. the goods exceed the weight limits set out in these GTC.
- 3.8. If the facts according to the previous point of the GTC come to light after the goods have been taken over by MDM Logistics, MDM Logistics is entitled to call on the Client to immediately collect the goods within a period of no less than 24 hours and, in the event of the futile expiry of this period, to dispose of the goods at its own discretion (depending on the circumstances of the case). The Client agrees to the procedure according to the previous sentence and undertakes to compensate MDM Logistics for all related costs, as well as any damage.
- 3.9. MDM Logistics will confirm the receipt of the goods in writing to the person delivering the goods and simultaneously via the relevant functionality of the Information System. The confirmation of receipt of the goods for storage does not have the nature of a security.

- 3.10. When removing the goods from storage, MDM Logistics will hand over the goods exclusively to the person specified in the Client's Order placed via the Information System. The person receiving the goods is obliged to confirm the receipt of the Goods from MDM Logistics in writing .
- 3.11. MDM Logistics has a right of retention on the stored goods to secure its claims under the Contract and is not obliged to release the goods to the Client before all of MDM Logistics' claims against the Client have been duly satisfied.

4. PREPARATION OF SHIPMENTS

- 4.1. Based on the Client's Order, MDM Logistics will provide the Client with shipment preparation services, which consist of packaging and assembling parcel and pallet shipments. The Client will pay MDM Logistics the fee set out in the Price List for the shipment preparation services.
- 4.2. Packaging and completion of shipments includes packaging the Client's goods, inserting the Client's invoice, delivery note and/or advertising materials into the shipment, filling the shipment with suitable filling material and marking the shipment with an adhesive label containing the data necessary for delivering the shipment to the Client's customer.
- 4.3. The Client is obliged to deliver to MDM Logistics documentation and other items that are to form part of the shipment, either together with the Order via the Information System (electronic invoice for the customer, electronic delivery note for the customer, etc.), or together with the goods (the Client's advertising materials, instructions for use, small gifts for customers, etc.). In the event of a breach of this obligation, MDM Logistics is entitled to refuse to provide the service or to pack and complete the shipment even without such documentation or other items, in which case MDM Logistics is not liable for any possible damage or other harm caused thereby.
- 4.4. MDM Logistics will pack the goods in suitable transport packaging at its own discretion, depending on the type, properties, dimensions and nature of the goods. The transport packaging may contain the logo or other marking of MDM Logistics . Based on the Client's special request specified in the Order, MDM Logistics will ensure the packaging of the goods in special packaging material of the Client, or the use of filling material of the Client, which the Client is obliged to deliver to MDM Logistics together with the goods.
- 4.5. The price of standard filling material is included in the fee for providing the packaging and assembly service. MDM Logistics packaging material , packaging of shipments in the Client's packaging material and the use of the Client's filling material are charged separately according to the Price List.

5. SHIPPING

- 5.1. MDM Logistics as a forwarder, based on the Client's Order as the principal, in its own name and on behalf of the Client, arranges the transport of goods - Client's shipments prepared by MDM Logistics in accordance with Article 4 of the GTC from MDM Logistics' storage facilities to Client's customers. The Client shall pay MDM Logistics the fee set out in the Price List for the shipment transport services.
- 5.2. MDM Logistics will ensure the transport of shipments through third parties - authorized forwarders, to delivery addresses located in the territory of the countries listed for individual forwarders in the Price List. When placing an Order, the Client is entitled to choose a preferred forwarder; otherwise, the shipment will be transported through a forwarder specified by MDM Logistics .
- 5.3. MDM Logistics will make reasonable efforts to ensure that shipments are dispatched (handed over to the designated forwarder for transportation) as follows:
 - a. shipments whose preparation and transportation was ordered by the Client on a business day by 12:00 noon, containing goods that were stored at MDM Logistics by the specified deadline , no later than the first business day following the placing of the Order,
 - b. shipments whose preparation and transportation was ordered by the Client on a business day after 12:00 noon, containing goods that were stored at MDM Logistics within the specified period , no later than the second business day following the placing of the Order.
- 5.4. When delivering a shipment, the authorized forwarder is entitled to contact the Client's customer in advance by telephone and/or e-mail in order to notify the delivery date of the shipment. The shipment will be handed over directly to the Client's customer or a person authorized by the customer. The authorized forwarder is entitled to ask the recipient of the shipment to prove their identity and/or to provide other identification data proving their authorization to receive the shipment, e.g. PIN, password, etc. The authorized forwarder is entitled to condition the delivery of the shipment on the recipient's personal signature of the confirmation of receipt of the shipment.
- 5.5. To secure its claims against the Client, MDM Logistics has a right of retention for the shipment as long as the shipment is with MDM Logistics and/or the authorized forwarder.

- 5.6. If the Client chooses within the Order to deliver the shipment to the Client's customer on cash on delivery, MDM Logistics is entitled to accept payment of the cash on delivery amount from the customer through an authorized forwarder, in cash or by electronic means of payment. In the case of personal collection of goods by the customer from the MDM Logistics storage facilities, payment is possible exclusively in cash. Delivery of shipments to the Client's customers on cash on delivery and personal collection of shipments by customers from the MDM Logistics storage facilities is subject to a fee in accordance with the Price List.
- 5.7. MDM Logistics will ensure that the cash on delivery amounts are transferred to the Client's bank account specified in the Agreement, always on the 15th and the last day of the calendar month in which the cash on delivery amount was credited to the MDM Logistics bank account. Cash payments received from customers in the case of personal collection of goods will be handed over to the Client's statutory representative in the MDM Logistics storage facilities within the deadlines set out in the previous sentence ; The Client may authorize another person to receive cash payments by means of a written power of attorney with an officially certified signature. MDM Logistics is entitled to unilaterally set off its due receivable from the Client for payment of remuneration for the Services provided, contractual penalty or compensation for damages against the Client's receivable for payment of the cash on delivery amount or cash payment received by MDM Logistics from the Client's customer. In such a case, MDM Logistics will pay the Client the cash on delivery amount and/or cash payment reduced by the amount of the set-off receivables of MDM Logistics .

6. ADDITIONAL SERVICES

- 6.1. Based on the Client's Order, MDM Logistics will provide the Client with additional services and the Client will pay MDM Logistics the fee set out in the Price List for their provision.
- 6.2. Additional services include user profile management via the Information System, creating reports, returning goods, making complaints about goods, and other services in accordance with the Price List.
- 6.3. Return of goods means the return of unused goods (i) due to the impossibility of their delivery to the customer for reasons not attributable to MDM Logistics or the authorized forwarder (in particular, but not exclusively, due to the recipient's refusal of the shipment, if the recipient cannot be reached at the delivery address or is not present at it, etc.), or (ii) by the customer, e.g. due to withdrawal from the contract by the customer as a consumer in accordance with applicable legal regulations or for another reason in accordance with contractual arrangements between the customer and the Client. MDM Logistics informs the Client about the return of goods due to the impossibility of their delivery to the customer via the Information System.
- 6.4. A complaint about goods is understood as a complaint about used goods by the customer in accordance with applicable legal regulations or contractual arrangements between the Client and the customer. The services do not directly handle the customer's complaint; the customer submits the complaint directly to the Client and the Client handles it directly. For the purposes of providing additional services, a complaint about MDM Logistics Services , which is governed by the provisions of Art. 8. of these GTC, is not considered a complaint about goods.
- 6.5. MDM Logistics will re-store and load the goods returned or claimed by the customer in the manner specified in the Client's Order. Unused goods may be used in particular for the provision of further Services in accordance with the Client's Orders. Used claimed goods may be transported in particular to the recipient designated by the Client, e.g. service, manufacturer or supplier of goods, etc., to the delivery address located in the territory of the countries specified in the Price List.
- 6.6. Within the scope of additional services, the Client is entitled to use individual functionalities of the Information System, e.g. creating overviews (reports) of Services provided within the selected period, recording stored goods, recording customers, monitoring the status of placed Orders, creating EAN codes, etc. Information on whether a specific additional service is provided free of charge or for a fee, together with the amount of the surcharge, is provided in the Price List.

7. REWARD AND PAYMENT TERMS

- 7.1. The Client undertakes to pay MDM Logistics for the Services provided in accordance with the Price List, under the payment and other conditions set out in these GTC. The Price List was delivered to the Client before the conclusion of the Agreement and is available through the Information System.
- 7.2. The prices stated in the Price List are exclusive of VAT. MDM Logistics will charge VAT to these prices in accordance with the legal regulations in force at the time of the provision of the taxable supply.
- 7.3. MDM Logistics has the right to unilaterally change the Price List, and is authorized to adjust prices in particular, but not exclusively, according to the annual inflation rate measured by the consumer price index published by the Statistical Office of the Slovak Republic. MDM Logistics will make the new version of the Price List available in the Information System and notify the Client of its change via a notification in the Information System at least 30 days before the new Price List comes into effect. In such a case, the Client is authorized to withdraw from the Contract in writing before the change comes into effect. If the Client does not withdraw from the Contract within the period specified in the previous sentence, the change to the Price

List will be deemed to have been agreed by the Client, and the new Price List will become binding for the Client from the date of the change.

- 7.4. MDM Logistics is entitled to request from the Client a reasonable advance payment in consideration for the provision of the Services. The advance payment is payable on the basis of an advance invoice from MDM Logistics .
- 7.5. MDM Logistics will always issue an invoice to the Client after the end of the relevant calendar month for payment of the remuneration for the Services provided to the Client in the given month. The amount of remuneration will be determined in accordance with the Price List and according to the scope of the Services provided to the Client in the given month. MDM Logistics will deduct any advance payment for remuneration paid by the Client in relation to the given month from the invoiced amount.
- 7.6. Invoices and promissory notes are due seven (7) days from their issuance. The invoiced amount is considered paid on the date of its credit to the MDM Logistics bank account .
- 7.7. By concluding the Contract, the Client agrees to the issuance of electronic invoices, which MDM Logistics will deliver to him via the Information System. The electronic invoice represents a proper accounting document and will contain all the details required by applicable legal regulations. The electronic invoice is considered delivered when it is made available to the Client in the Information System.
- 7.8. In the event of the Client's delay in paying an invoice, advance payment invoice or other monetary obligation towards MDM Logistics, MDM Logistics has the right to pay a contractual penalty of 0.05% of the amount owed for each day of delay, including any commenced day, as well as the right to suspend the provision of Services to the Client until the Client's monetary obligations are duly fulfilled. If the Client's delay pursuant to the previous sentence lasts for at least fifteen (15) days, MDM Logistics is entitled to withdraw from the Contract.

8. LIABILITY FOR DAMAGES, SERVICE COMPLAINTS

- 8.1. MDM Logistics is liable to the Client for damage incurred to the Client's goods after MDM Logistics has taken over the goods , until the goods are delivered to the Client, customer, or recipient of the shipment or another person designated by the Client, unless the Client could not have prevented this damage by exercising professional care.
- 8.2. MDM Logistics is not obliged to insure the Client's goods, shipments or other belongings.
- 8.3. MDM Logistics is liable for actual damage caused to the Client. Actual damage is considered to be the amount by which the Client's property has been reduced as a result of a damage event to the goods. MDM Logistics is not liable in particular for the Client's lost profit, contractual penalties, interest on late payment or other sanctions imposed on the Client and other indirect or consequential damage arising, among other things, from failure to comply with the usual time of dispatch or delivery of the shipment.
- 8.4. MDM Logistics is not liable for damage and is not in default if they occurred as a result of a delay in fulfilling the Client's obligation or as a result of circumstances excluding liability (Section 374 of the Commercial Code).
- 8.5. The Parties, taking into account the provisions of Section 379 of the Commercial Code and with regard to all circumstances related to the conclusion of the Agreement, state that the total amount of damage that MDM Logistics anticipated at the time of conclusion of the Agreement as a possible consequence of a breach of its obligations and which it could have anticipated at the time of conclusion of the Agreement, taking into account the facts that MDM Logistics knew or should have known at the time of conclusion of the Agreement, with ordinary care, represents the amount of EUR 3,000. MDM Logistics is not obliged to compensate the Client for damage exceeding the amount according to the previous sentence. With regard to the facts stated in this point, the amount of remuneration for the Services was also determined.
- 8.6. MDM Logistics is not liable for damage to goods or shipments incurred during the provision of Services if they were caused or contributed to by:
 - a. a defect in the goods or shipment, their natural nature or loss,
 - b. inappropriate, damaged or insufficient packaging of goods, inappropriate packaging method, incorrect labeling of goods,
 - c. incomplete, incorrect or misleading information provided to the Client about the goods and their nature,
 - d. Logistics Services under these GTC ,
 - e. breach of other obligations of the Client under the Contract or these GTC,
 - f. Clients, customers, consignees or owners of goods.
- 8.7. The Client is liable to MDM Logistics for damages caused to MDM Logistics or third parties as a result of the Client's breach of obligations under the Contract, these GTC or generally binding legal regulations.

- 8.8. The client is entitled to compensation for damage caused by damage, destruction, partial or complete loss of stored or transported goods, provided that:
- a. damage means a change in the condition, quality, dimensions, structure, or consistency of the composition of the goods that can be removed by repair or a change in condition that cannot be removed by repair, but the goods are nevertheless usable for their original purpose;
 - b. Destruction means a change in the condition of the goods that cannot be repaired and the goods cannot be used for their original purpose.
- 8.9. In the event of damage to the goods, the damage represents the reasonable repair costs necessary to restore the goods to their original condition, including disassembly and assembly, and the price of the saleable and usable remains of the replaced goods is deducted from these costs. If the damaged goods are not repaired and are usable for their original purpose even with the damage, then the Client is entitled to compensation in the amount of the difference in the price of the goods before the damage and after the damage occurred. The amount of the damage incurred according to these rules shall be proven by the MDM Logistics Client, in case of doubt by an expert opinion.
- 8.10. In the event of destruction or loss of goods, the damage represents the actual value of the goods at the time of their acceptance by MDM Logistics , or its part, if only a part of the goods is lost or destroyed. The amount of damage incurred according to these rules shall be proven by the MDM Logistics Client.
- 8.11. The customer or recipient of the shipment is obliged to visually inspect the shipment upon receipt and, in the event of obvious damage to the surface of the package, or obvious internal damage or loss of part of the contents, immediately report this damage or loss to the forwarder and sign the relevant damage report. Further handling of the damaged shipment may be carried out exclusively in accordance with the Client's documented instructions. If a damage report is not written upon delivery of the shipment, or if the customer does not file a complaint immediately after receipt of the shipment, along with supporting photographs documenting the damage to the shipment, it is assumed that the shipment had no visible external damage. A later claim for compensation in connection with external damage to the shipment is therefore considered unjustified.
- 8.12. If the damage or incompleteness of the contents of the shipment is not apparent upon its handover and acceptance by the customer or recipient of the shipment, the Client is obliged to notify MDM Logistics of the occurrence of the damage without undue delay, but no later than three (3) business days from the date of delivery of the shipment. In the event of a later report of the damage or incompleteness of the contents of the shipment referred to in the previous sentence, the claim for compensation for damages shall be deemed unjustified.
- 8.13. The Client is obliged to allow MDM Logistics to directly verify the extent of the damage. For this reason, the Client is obliged to ensure that the shipment is not manipulated, transported to another location, and that the original packaging, filling and contents of the shipment are preserved in their original state, as delivered. If the contents of the shipment, its filling or packaging are destroyed or altered, even partially, without the consent of MDM Logistics , it is not possible to conduct a proper investigation of the matter and the claim for compensation for damages is considered unjustified. If the Client does not provide MDM Logistics with the opportunity to inspect and document the shipment, filling and packaging within three (3) business days of MDM Logistics' request , the Client's claim for compensation for damages is considered unjustified.
- 8.14. The Client shall submit a claim for compensation to MDM Logistics by means of a written complaint without undue delay after the Client discovers that the shipment has been damaged, destroyed or partially lost, but no later than ten (10) calendar days from the date of delivery of the shipment to the recipient. In the event of a complete loss of the shipment, the complaint must be submitted to MDM Logistics within thirty (30) calendar days from the date on which the shipment was to be dispatched according to the Client's instructions. In the event of a later complaint, the Client's claim for compensation shall be deemed unjustified.
- 8.15. The written complaint must contain:
- a. shipment identification;
 - b. a description or indication of the defect in the shipment;
 - c. the date on which the shipment was delivered to the recipient, in the event of loss of the shipment, the date on which the Client ordered its delivery to the recipient;
 - d. proof of the contents of the shipment (delivery note, customer invoice, etc.);
 - e. a document proving the acquisition of the goods constituting the contents of the shipment and their purchase price, or production costs (purchase invoice, cash receipt block, calculation of production costs, etc.);
 - f. the amount of the claim for damages;

- g. in the case of a claim for damage to the functionality of electronics over the value of EUR 200 excluding VAT, an opinion from an authorized service center on whether the item can be repaired and the estimated repair costs;
 - h. photo documentation, which is understood as a collection of focused photographs at least in the following scope: one photograph from each side of the packaging in which the shipment was delivered, a photograph with a view of the contents of the shipment in the open original packaging including the filling, a photograph of the inside of the shipping packaging itself including the filling after removing the goods from the packaging, a photograph from each side of the damaged goods themselves (the contents of the shipment). All photographs must have the time and date of production preserved in the file details. Removing these attributes gives MDM Logistics the right to reject the claim for compensation.
- 8.16. MDM Logistics shall handle the complaint no later than thirty (30) calendar days from its submission. This period shall be extended by the period during which the Client has not provided all the documents specified in these GTC, or other requested documents necessary for handling the complaint. If the Client fails to provide MDM Logistics with all the required documents and documents for resolving the complaint within thirty (30) calendar days from the request to supplement them, this omission by the Client shall be considered a refusal to cooperate and the claim for damages shall therefore lapse.
- 8.17. In the event of recognition of the claim for compensation for the full value of the damaged shipment, the Client is obliged to hand over the damaged shipment that was the subject of the complaint to MDM Logistics within three (3) business days from the notification of consent to the recognition of the claim. After receiving the shipment, MDM Logistics will pay the recognized compensation to the Client within thirty (30) calendar days. In the event of failure to hand over the claimed shipment, the claim for compensation shall lapse. The claim shall also lapse if, after handing over the claimed shipment, a discrepancy is found between the contents of the shipment declared in the complaint and the contents of the shipment actually handed over. In the event of a discrepancy being found and the right to recognition of compensation for damage lapses, MDM Logistics will return the handed over shipment to the Client. In the event of recognition of the shipment complaint with compensation for damage in the amount of the value of the shipment, the ownership right to the shipment shall pass to MDM Logistics upon payment of compensation to the Client .
- 8.18. In the event of recognition of a complaint regarding a shipment containing only documents, or in the event of damage caused by late delivery of the shipment, the Client is entitled to compensation only for the shipping costs.

9. AUTHORIZATION TO PROCESS PERSONAL DATA

- 9.1. MDM Logistics (*hereinafter referred to as the "Intermediary" in this article*) provides the Client (*hereinafter referred to as the "Operator"*) on the basis of the Contract, of which these GTC are a part, and individual partial contracts, among others, services for the preparation and transport of shipments and other Services. As part of the provision of the Services, personal data of natural persons is or may be provided or made available directly or indirectly, which the Operator processes, has determined the purpose of their processing, and the Intermediary further processes this personal data for the Operator within the limits of this Authorization.
- 9.2. In accordance with Article 28 of 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) (*the "GDPR"*), the Controller hereby authorizes the Processor to process the following categories of personal data of natural persons (*"Data Subject"*) : (i) customer data necessary for the provision of services for the preparation and transport of shipments and the provision of other Services in the scope of name and surname, date of birth, delivery address, billing data, e-mail address, telephone number, IP address, (ii) data of the Client's employees necessary for access to the Client's user profile and its use in the scope of name and surname, date of birth, e-mail address, telephone number, IP address, (iii) data of persons authorized to hand over and receive goods on behalf of and for the purpose of the Client in (iv) other personal data of third parties to the extent necessary for the proper provision of the Services (*"Personal Data"*) .
- 9.3. The Operator declares that it is authorized to process all Personal Data, the processing of which it entrusts to the Processor, on one of the legal bases for their processing pursuant to Article 6 of the GDPR Regulation.
- 9.4. The purpose of processing Personal Data is to properly provide Services to the Operator, in particular ensuring the preparation and transport of shipments to the Client's customers, taking over (stocking) and handing over (unstocking) goods to the Client, providing additional services in connection with returns and complaints about goods by customers, providing other additional services in accordance with the functionalities of the Information System and properly fulfilling other obligations of the Parties under the Contract.
- 9.5. The Operator shall provide or make available Personal Data to the Intermediary by registering it in the Information System, or in another secure manner agreed upon by the Parties.

- 9.6. The Processor will process Personal Data within the framework of providing the Services through automated means (Information System), in a non-automated manner (manual inputs), including remote connection, on the computing resources of the Controller or the Processor. The Controller is entitled to expand the purpose of processing in accordance with the GDPR Regulation or the law, when the instruction for further processing can be notified to the Processor only in writing, which is also considered to be e-mail communication between the Parties.
- 9.7. The Processor declares that it has implemented and uses appropriate technical, personnel and organizational security measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, copying, theft, unauthorized disclosure of, or unauthorized access to, transmitted, stored or otherwise processed personal data.
- 9.8. The Processor further undertakes: (i) to process Personal Data by means of permitted processing operations with Personal Data, which are obtaining, recording, organizing, collecting, searching, browsing, structuring, rearranging or combining, using for actions ordered by the Operator, changing/correcting/updating, storing for the period necessary for the proper provision of the Services, restricting processing (in the case of incorrect data or data that the Operator no longer needs, but is needed by the Data Subject for the exercise of a legal claim); (ii) to process Personal Data only in the form in which they were provided to it by the Operator; (iii) to process Personal Data only for the purposes defined by the Agreement and this authorization and only to the extent necessary to fulfill this purpose; (iv) not to combine Personal Data that were obtained for different purposes, and if it is within its capabilities to recognize this; (v) store Personal Data only for the period necessary to achieve the purpose, no longer than for the duration of the Contract; (vi) after the termination of the provision of Services related to the processing of Personal Data, based on the decision of the Operator, delete personal data or return personal data to the Operator and delete existing copies containing Personal Data, unless a special regulation or international agreement by which the Slovak Republic is bound requires the retention of such personal data; (vii) when fulfilling obligations under the Contract in connection with the processing of Personal Data, proceed with professional care, follow the instructions of the Operator and act in accordance with the interests of the Operator; (viii) take measures pursuant to Article 32 of the GDPR, in particular to protect personal data against theft, loss, damage, unauthorized access, alteration and unauthorized dissemination; (ix) provide the Controller with all information necessary to demonstrate compliance with the obligations under Article 28 of the GDPR and to enable and contribute to personal data protection audits and checks carried out by the Controller or another auditor authorised by the Controller; (x) provide the Controller with cooperation in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the processing of Personal Data and the information available to the Processor, in particular in exercising the rights of the data subject to data portability and personal data protection impact assessments.
- 9.9. The Processor shall inform the Controller of all subcontractors whom it intends to entrust with the processing of personal data (in particular, authorized forwarders) and shall thus provide the Controller with the opportunity to object to the acceptance of these subcontractors.
- 9.10. The Controller and the Processor undertake to provide each other with all necessary cooperation and documents to ensure the protection of Personal Data, the exercise of the rights of Data Subjects, and communication with the Personal Data Protection Office of the Slovak Republic.
- 9.11. The Intermediary undertakes to maintain confidentiality regarding the processed Personal Data, in particular, it may not publish, disseminate or transfer them to other persons except persons in an employment or contractual relationship with the Intermediary or other authorized persons who are authorized to process the Personal Data. The Intermediary is obliged to ensure that its employees and other authorized persons also comply with the obligation of confidentiality. This obligation of the Intermediary continues even after the termination of the Contract. The Intermediary is further obliged to maintain confidentiality regarding the security measures taken to ensure the protection of personal data, even after the termination of the Contract.
- 9.12. This authorization to process personal data is valid for the duration of the Contract, of which these GTC form a part.
- 9.13. In the event of any termination of the Agreement or termination of the processing of Personal Data, the Processor is obliged to destroy the Personal Data provided to it under the Agreement, unless its continued storage is justified. Each data subject has the right to object to such processing pursuant to Article 21 of the GDPR to the contact address of the Processor.

10. DURATION AND TERMINATION OF THE CONTRACT

- 10.1. The Agreement shall come into effect and take effect on the date of its signing by the Parties.
- 10.2. The contract is concluded for an indefinite period.
- 10.3. The contract can be terminated:
- a. by written agreement of the Parties on the date specified in the agreement;

- b. by written notice of termination by either Party, even without giving a reason, in which case the Contract shall terminate upon the expiry of a notice period of two (2) months, which shall commence on the first day of the calendar month following the delivery of the written notice to the other Party;
 - c. by written withdrawal from the Contract for any of the reasons for withdrawal from the Contract set out in these GTC or due to a material breach of the Contract by one of the Parties; for the purposes of these GTC, a material breach of the Contract is considered a breach of a Party's obligation lasting for at least fifteen (15) days, if the breaching Party fails to remedy the breach even upon a written request from the Party affected by the breach within an additional period of no less than fifteen (15) days from the delivery of the request to the breaching Party.
- 10.4. The Client is obliged to collect all its goods and other things handed over to MDM Logistics , no later than on the last day of the Contract. If the Client does not collect the goods and things within five (5) days after the expiry of the period according to the previous sentence and does not agree otherwise with MDM Logistics , MDM Logistics may sell the stored goods and things of the Client in an appropriate manner for the Client's account, while the choice of an appropriate method of sale and the negotiation of the price are at the sole discretion of MDM Logistics . From the proceeds of the sale that MDM Logistics is obliged to issue to the Client, MDM Logistics may deduct all its payable and unpaid receivables from the Client and the costs incurred in connection with the sale of the Client's goods and things. If MDM Logistics fails to sell the Client's goods and things while exercising normal care, it is entitled to ensure the disposal of these goods and things of the Client in an appropriate manner at the Client's expense.

11. CHOICE OF LAW, DISPUTE RESOLUTION

- 11.1. All legal relationships between MDM Logistics and the Client established by the Agreement or arising in connection with it are governed by the law of the Slovak Republic, in particular the provisions of the Commercial Code.
- 11.2. The Parties undertake to resolve any potential disputes arising from or in connection with the Agreement primarily through out-of-court negotiations. If out-of-court negotiations do not lead to a resolution of the dispute, the Parties agree that the hearing of their mutual disputes falls within the exclusive jurisdiction of the general court of the Slovak Republic, whose territorial jurisdiction will be determined according to the location of the registered office of MDM Logistics .

12. SPECIAL PROVISIONS

- 12.1. The Client is not entitled, without the prior written consent of MDM Logistics , to (i) assign or transfer the rights and obligations under the Agreement to a third party, (ii) set off its claims against MDM Logistics against MDM Logistics' claims for payment of remuneration for the provision of Services or other claims, (iii) assign its claims against the Provider to a third party.
- 12.2. MDM Logistics is entitled to unilaterally set off any of its receivables from the Client, including unpaid ones, against any receivables from the Client from MDM Logistics .
- 12.3. The Parties shall deliver any notices and communications under the Agreement via the relevant functionalities of the Information System or to the addresses specified in the header of this Agreement. Each Party is entitled to unilaterally change the delivery address by written notice delivered to the other Party with effect from the day following the day of delivery of the notice. Any notice delivered in connection with the Agreement shall be deemed to have been delivered to the other Party if delivered via (i) the functionalities of the Information System or by electronic mail (e-mail) at the time of its sending, or (ii) by post, courier or in the case of personal delivery, by delivery of the notice to the addressee. The day on which the Party that is the addressee refuses to accept the delivered notice or the fifth (5th) day from the date of deposit of the shipment at the post office, delivered to the Party by post, or the day on which the postal employee demonstrably marked the note on the shipment delivered to the Party by post that "the addressee has moved away", "the addressee is unknown" or another note of similar meaning, or in the case of delivery by courier or personal delivery, the day on which the shipment was not delivered to the addressee upon repeated delivery attempts due to the addressee not being reachable. Documents relating to the termination or amendment of the Agreement or the application of sanctions must be delivered exclusively by post as a registered mail, by courier or in person , unless otherwise stated in the GTC for a specific case (e.g. change of the GTC, change of the Price List, etc.).
- 12.4. The Client undertakes to duly notify MDM Logistics of all facts that may affect the proper provision of the Services.

13. FINAL PROVISIONS

- 13.1. The GTC are available through the Information System.

- 13.2. MDM Logistics has the right to unilaterally change the GTC. MDM Logistics will make the new version of the GTC available in the Information System and notify the Client of the change via a notification in the Information System at least 30 days before the new GTC come into effect. In such a case, the Client is entitled to withdraw from the Contract in writing before the change comes into effect. If the Client does not withdraw from the Contract within the period specified in the previous sentence, the change to the GTC will be deemed to have been agreed to by the Client, and the new GTC will become binding on the Client from the date of the change.
- 13.3. If any provision of these GTC proves to be invalid or unenforceable or becomes so, this fact shall not affect the remaining provisions of the GTC, unless otherwise required by mandatory provisions of law. MDM Logistics shall replace such provision with a valid and enforceable provision that comes closest to the commercial purpose of the invalid or unenforceable provision.
- 13.4. These GTC enter into force on 1 December 2021.