

**INTRODUCTORY PROVISIONS**

1. **Mail Step a.s.**, identification no.: 618 59 109, with its registered office in Prague 9 – Horní Počernice, Do Čertous 2760/10, postcode: 193 00 (hereinafter referred to as “**MailStep**”) issues these General Business and Technical Conditions, which set forth the basic rules of business relations between MailStep and its Clients (hereinafter referred to as the “**GBTCs**”).
2. The GBTCs specify in more detail the business terms and formal requirements of the business and legal relationships between MailStep and the Clients, further specify certain provisions of the Agreement, regulate the technical aspect of the services provided as well as certain material, technological and organisational limitations of the legal relationship between MailStep and the Client.
3. In accordance with Section 1751 *et seq.* of the Civil Code, the GBTCs shall form an integral and indispensable part of the content of agreements whose subject-matter is the provision of Basic Services, provision of Additional Services and/or provision of Individual Additional Services.
4. Covenants of the Agreement executed between MailStep and the Client that deviate from these GBTCs shall take precedence over the GBTCs.
5. In accordance with Section 1752 of the Civil Code, MailStep may unilaterally change these GBTCs in their entirety. The Client shall be notified about any change to these GBTCs by e-mail, with their current wording being sent to the Client. The Client may reject a change of the GBTCs and, together with the rejection of the GBTCs, terminate the Agreement with a notice period of one (1) month from the delivery of the Client’s notice to MailStep.
6. By executing with MailStep any Agreement of which these GBTCs form an integral part, the Client also grants the relevant consents within the scope of these GBTCs.

**INTERPRETATION OF OTHER TERMS**

1. Capitalised terms shall have the following meanings in these GBTCs and the related documents, regardless of their grammatical number and case:
  - 1.1. **Parcel** means a parcel of Goods packed in carton or any other suitable packaging, with an enclosed Postal Order Letter and containing no Product or one (1) or several Products and no Attached Item or one (1) or several Attached Items, with the contents of the carton or any other suitable packaging being protected against movement during handling. The dimensions of the Parcel shall be governed by the Distributor’s terms and conditions.
  - 1.2. **Price List of Basic and Additional Services** means the price list of the Basic and Additional Services which forms the relevant schedule to the Agreement.
  - 1.3. **Distributor** means the entity selected by MailStep for the final delivery of Goods to the Clients or Client’s Customers.
  - 1.4. **Additional Services** means the other additional services specified as additional services in the Agreement or in the Price List of Basic and Additional Services.
  - 1.5. **Reason for Return** means any reason for the return of a Shipment as specified (on the Shipment) by the Distributor who delivered the Returned Shipment from a Client’s Customer back to MailStep or the Client.
  - 1.6. **EAN** means the unique identification bar code of the Goods.

- 1.7. **MailStep Records** means the records of the Client’s Instructions as well as the records documenting the fulfilment of the Client’s Instructions.
- 1.8. **FTP Server** means a protected virtual space complying with the GDPR parameters, with access restricted by user name and password, where the Client and MailStep exchange data files with each other.
- 1.9. **HOT LINE** means the MailStep telephone contact line.
- 1.10. **Consumer Price Index** means the consumer price index published by the Czech Statistical Office and any other statistical indicator by which the Consumer Price Index may be replaced during the term of the Agreement and which will be recognised by the Czech authorities.
- 1.11. **Individual Additional Services** means any individually agreed activities of MailStep corresponding to the Client’s individual requirements.
- 1.12. **Stock-Taking** means the recalculation and inspection of the status of the Client’s Inventories stored at the MailStep establishment.
- 1.13. **IT Documentation** means a description of all data files and structures transferred between MailStep and the Client. The IT Documentation describes, in particular, all the data files necessary for the preparation of the dispatch, detailed data concerning the Handover Certificates, the processing of data relating to e.g. Returned Shipments, or a description of the laser print on forms.
- 1.14. **Other Instruction** means any other instruction (any instruction other than the Client’s Instruction) for the provision of services under the Agreement. Other Instruction shall replace an order under the Agreement or even outside the Agreement.
- 1.15. **Client** means any individual or legal entity that has executed an Agreement with MailStep whose subject-matter is the provision of services.
- 1.16. **Piece** means a basic logistics unit whose parameters are agreed between the Client and MailStep. On the basis of this logistics unit, all movements of goods shall be recorded.
- 1.17. **Offer** means a printed or electronic promotional material (addressed and non-addressed) sent to the Client’s Customers (both existing and potential).
- 1.18. **Random Stock-Taking** means any Stock-Taking that is not scheduled and is performed outside the usual cycles and that allows the Client to inspect the amount and status of the Client’s Inventories at the MailStep establishment.
- 1.19. **Dangerous Non-Storable Goods** means weapons, explosives, ammunition, nuclear and radioactive material, or other substances that are dangerous to health and life, or any other types of materials in accordance with the applicable legislation.
- 1.20. **Unopened Returned Shipments** means Returned Shipments in their original packaging, with enclosed Postal Order Letters, where the content of the particular Shipment has not been tampered with by the relevant Client’s Customer.
- 1.21. **Non-Storable Goods** means toxic goods, goods attacked by pests or mould or goods that are otherwise dangerous to the public health and health of MailStep employees, goods that are subject to the conditions of Act No. 166/1999 Coll., on Veterinary Care, as amended, and furthermore, goods that are subject to a special temperature regime, goods that are not determined for storage by the manufacturer, goods that are not packed or whose transport packaging or storage

- packaging is damaged, or goods that cannot be stored or handled due to their fragility.
- 1.22. **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.23. **Packaging and Assembling Area** means the part of the MailStep establishment intended for the packaging and assembling of the Shipments.
- 1.24. **Dispatch Area** means the part of the MailStep establishment intended for the storage of completed Shipments and their subsequent handover to the Distributor.
- 1.25. **Receipt Area** means the part of the MailStep establishment designated for the delivery (intake) and inspection of the Goods and Consumables prior to their acceptance into storage.
- 1.26. **Storage Area** means the part of the MailStep establishment with racks for storing the Client's Inventories on pallets or in boxes (in the case of smaller quantities of items).
- 1.27. **Client's Authorised Person** means a person designated by the Client to negotiate and deal with MailStep in relation to the Agreement.
- 1.28. **MailStep Authorised Person** means an employee of the MailStep customer centre and a particular person designated by MailStep in the Agreement.
- 1.29. **Opened Returned Shipments** means Returned Shipments that have been opened by the Client's Customer.
- 1.30. **Shipment Book** means a list of Shipments submitted by MailStep to the Distributor in the format required by the Distributor.
- 1.31. **Client's Instruction** means an instruction of the Client for the provision of specific Basic and/or Additional Services.
- 1.32. **Damaged Products** means Products that either have a manufacturing defect or have been damaged during handling or, in the case of Returned Products, may have been damaged by the Client's Customers.
- 1.33. **Business Day** means any day (except Saturday or Sunday) that is a business day and is not a recognised state holiday or rest day or a public holiday.
- 1.34. **Regular Stock-Taking** means any Stock-Taking the dates of which are specified in the Basic Services.
- 1.35. **Product** means any Goods that are stored at the MailStep establishment and are not marked as Consumables.
- 1.36. **Damage Certificate** means a record of damage in a format agreed by MailStep and the Client taken, for example, in the case of damage to the Goods during the receipt at the MailStep warehouse.
- 1.37. **Inspection Report** means a document in a format agreed by MailStep and the Client, confirming the results of the Stock-Taking and any possible discrepancies between the actual numbers of stock items of the Client's Inventories and the numbers recorded in the warehouse systems, as well as information on the status of the Client's Inventories.
- 1.38. **Handover Certificate** means the Distribution List or Client's Instruction relating to the precisely defined Shipments or Orders. a Handover Certificate replaces an order under the Agreement.
- 1.39. **Preliminary Figures** means the Client's preliminary information about the next Handover Certificate.
- 1.40. **Receipt Note or Receipt Document** means a document confirming the receipt of Goods to the stock, in a format agreed by MailStep and the Client. No stock item of the Goods may be accepted into storage without a Receipt Note.
- 1.41. **Attached Item** usually means a leaflet, letter, magazine or Goods.
- 1.42. **Distribution List** means the Client's Instruction, which defines in particular the place of destination and the manner of completion (assembly) of the Shipment or Order, the date of dispatch or delivery, and the type of transport.
- 1.43. **Postal Order Letters** means personalised forms addressed to the Client's Customers, containing in each case a letter to a particular Client's Customer and one (1) or several postal orders.
- 1.44. **Agreement** means a bilateral legal act (performed in person, by telephone or by e-mail), whose subject-matter is the provision of a service by MailStep for a fee to be provided by the Client and under the conditions agreed between the Parties.
- 1.45. **Party/Parties to the Agreement** means MailStep and the Client.
- 1.46. **MailStep Software** means a web application accessible to the Clients via the Internet (in the on-line environment) and providing for the administration and processing of orders and overview of the status of the stored Goods.
- 1.47. **Consumables** means forms for laser printing, envelopes, carton, padding materials for the packaging of Shipments, and other material of a similar nature.
- 1.48. **Stock Records System** means a computer program on the part of MailStep and the Client enabling the recording of stock movements of the individual items of the Client's Inventories.
- 1.49. **Force Majeure Event** means any event beyond the reasonable control of the affected Party and/or any act of a third party, in particular fire, floods, war, adverse weather conditions, power outage, civil unrest, strikes, fraudulent acts of a third party, hacker attacks, and other similar acts of third parties.
- 1.50. **Returned Shipment** means a Shipment returned to MailStep or the Client by a Client's Customer or the Distributor.
- 1.51. **Issue Note or Issuing Document** means a document confirming the issue (release) of Goods from the warehouse in a format agreed by MailStep and the Client. No stock item of the Goods may be removed from stock without the Issue Note.
- 1.52. **Order** means an order for the completion of an addressed or unaddressed Shipment or other work for the Client, which shall be governed by the Distribution List or the Client's Instruction.
- 1.53. **Client's Customer** means any individual or legal entity that is a customer of the Client.
- 1.54. **Basic Services** means the receipt, storage, processing and other logistics of Shipments; the assembly, processing, packaging and dispatch of Shipments; the services related to complaints and Returned Shipments or returned Goods; and communication and use of the MailStep Software, i.e. the services provided for the basic fee according to the Price List of Basic and Additional Services.
- 1.55. **Basic and Additional Services** means the Basic Services and the Additional Services.
- 1.56. **Shipment** means, in particular, a letter, Parcel or other addressed shipment whose transport and delivery are provided for the Client by MailStep under the Agreement.
- 1.57. **Client's Inventories** means all stock items (and their amounts) which MailStep stores at its establishment for the Client.
- 1.58. **Goods** means the movable items forming the subject of the Client's business.

- 1.59. **Authorised Representative** means a person authorised to perform a particular legal act.
- 1.60. **Special Technical Conditions of Storage** means the special adaptation of conditions for the storage of a specific type of Goods.

### **ACTING OF THE PARTIES TO THE AGREEMENT**

1. The Client shall act in person or through its governing bodies, a Client's Authorised Person or an Authorised Representative. MailStep shall act through its governing bodies or through a MailStep Authorised Person.
2. Any acts between the Client and MailStep shall take place in writing, by e-mail, or by telephone with subsequent confirmation by e-mail.
3. The Parties declare to be undisputed that only the governing body of the Company, or the Authorised Representative expressly authorised to do so, shall be authorised to act in relation to the execution of a new agreement and in relation to an amendment or termination of the existing Agreement.
4. MailStep shall be entitled to not execute or to not perform the agreed Agreement in accordance with the Client's Instruction or any other legal act of the Client or a Client's Authorised Person or Authorised Representative, if it has a reason to doubt the validity of the relevant person's authorisation, if it has a reason to believe that the relevant authorisation does not have all the requisites or that an interest of the Client could be jeopardised or violated, or if a legal regulation could be violated as a result of such act. MailStep shall inform the Client without undue delay that no actions have been taken due to a doubt on the part of MailStep, stating the reason for its refusal to act.
5. The Client shall regularly inform MailStep about changes in the Client's Authorised Persons and Authorised Representatives and undertakes to update the contact and identification data of such persons in a timely manner.
6. MailStep shall not be liable for wrong or unlawful delivery if it acted in good faith in accordance with the Client's Instructions or other legal acts of the Client, a Client's Authorised Person and/or Authorised Representative.

### **GENERAL INFORMATION OBLIGATION**

1. Either of the Parties shall notify the other Party of any change in the contact persons (including updating the data of these persons) under the Agreement by e-mail or by telephone followed by an e-mail confirmation.
2. In order to ensure proper provision of services, the Client shall inform MailStep without undue delay of any change in identification data and of any other changes or facts that may affect the provision of services and the Client's ability to meet its obligations towards MailStep as well as of any change in the Client's Authorised Persons or Authorised Representatives. Both MailStep and the Client have a mutual obligation to inform each other without undue delay of all facts that may have a significant impact on their legal position (in particular, entry into liquidation, initiation of insolvency proceedings, adjudication of bankruptcy, introduction of forced administration, etc.). The Client shall also be obliged to notify MailStep without undue delay of any significant changes concerning the e-shop operated by the Client. The changes shall take effect on the day following the delivery of a notice of such changes to the other Party.
3. In order to comply with the obligations imposed by Act No. 477/2001 Coll., on Packaging, as amended (hereinafter

referred to as the "**Packaging Act**"), the Client shall submit to MailStep:

- 3.1 provable evidence that the Client's obligations pursuant to Sections 4 and 5 of the Packaging Act are being fulfilled, in the form of a written assurance;
- 3.2 provable evidence that it is not necessary to fulfil the obligations under Sections 10 to 15 of the Packaging Act; otherwise provide MailStep with provable evidence of the fulfilment thereof, all in the form of a written assurance;
- 3.3 inform MailStep about the type of the packaging supplied and its weight at least once per calendar quarter; a breach of the Client's obligations under this paragraph of the GBTCs shall always constitute a material breach of the Agreement.
4. The Client shall take measures to prevent misuse of the security data provided to the Client for the purpose of performing the Agreement and accessing the MailStep Software. The Client shall inform MailStep of any loss, disclosure, theft or any risk of misuse of security data without undue delay, and in any case no later than by the end of the next business day.
5. MailStep shall inform the Client of any incidents, exceptional situations and possible shutdowns by telephone followed by an e-mail confirmation.

### **DELIVERY OF DOCUMENTS**

With the exception of delivery by e-mail, it is possible to deliver documents between the Parties to the Agreement in person, by mail, courier service or in any other agreed manner allowing for transport or transmission and verifiable delivery of documents.

### **SERVICES PROVIDED**

1. MailStep shall provide the Client with the basic scope of services in the form of the Basic Services.
2. The Client may request a provision of an Additional Service in respect of all the Goods or a selected part of the Goods for a special fee according to the Price List of Basic and Additional Services.
3. The Client may also request from MailStep Individual Additional Services, whose price calculation shall be governed by an individual calculation independent of the Price List of Basic and Additional Services, and whose offer shall be regularly presented to the Client by MailStep.
4. The technical implementation of the services defined in the previous paragraphs is regulated below in these GBTCs.

#### **A – Basic services**

##### **1) Storage**

The following activities shall form the subject of storage:

1. Initial acceptance into storage under the participation of a Client's representative and a MailStep employee and the related ongoing acceptance of the Client's existing stock.
2. Deployment of the MailStep Software and making it available.
3. Standard receipts of new Goods – quantitative receipts, which include an initial inspection of the number of pieces of the Goods delivered by individual items according to the quantity declared in the transport document and a visual inspection of intactness of the Shipment. The receipt must be preceded by a notification (*avizo*) (as specified in point 6 below).



4. Re-storing of Returned Shipments or returned Goods.
5. Storage of Goods at the MailStep warehouse (the Goods are insured as part of the storage).
6. The Goods delivered to the MailStep warehouse shall be accepted into storage and made available for processing no later than 24 hours after their proper delivery (in-take). MailStep shall only warrant the periods for acceptance into storage in respect of the Goods marked with bar codes (EAN), in respect of the Goods whose receipt has been duly notified and in respect of the goods that are subject to notification of receipt.
7. Goods shall usually be accepted into storage on business days only (i.e. the Goods received on e.g. a Friday afternoon shall be available in the stock on Monday afternoon, i.e. always on the next business day following a non-business day); nevertheless, based on an agreement between the Client and MailStep, it is also possible to accept Goods into storage in an express manner, i.e. within 8 hours of receipt. Express acceptance into storage shall constitute an Additional Service; MailStep reserves the right to refuse to provide it in a specific case due to capacity reasons. In any case, any request for express receipt must be notified along with the time of delivery and confirmed in advance to MailStep.

### (I) Storage conditions

1. Goods shall be stored in the Storage Area at Do Čertous 2760/10, Prague 9 – Horní Počernice, Czech Republic.
2. Goods shall be stored in dry areas under supervision, on EURO pallets or on shelf racks in a manner that does not damage the Goods.
3. Goods that do not meet the conditions for storage in pallet or shelf racks may be stored freely in the warehouse.
4. The Storage Area shall be secured 24 hours a day, 7 days a week by MailStep's security agency.
5. Goods shall be stored at a temperature not lower than 14°C and shall be protected against theft and damage by means of electronic security systems and electronic fire alarm systems.
6. The Storage Area of the establishment shall be protected against lightning strikes by a lightning conductor complying with the relevant standards.
7. The condition of the stored Goods shall be regularly checked by routine visual inspections.
8. Stock-Taking of the stored Goods shall take place at least once a year in the presence of a Client's representative, unless otherwise agreed.

### (II) Special technical conditions of storage

1. The Client shall neither deliver any Non-Storable Goods to the Storage Area, nor store any Non-Storable Goods at MailStep or pass off any Non-Storable Goods as other goods. MailStep is not obliged to take over and store any Non-Storable Goods. If MailStep ascertains that certain goods are Non-Storable Goods only after the receipt of the Goods, it shall, without undue delay, arrange for the removal of such Goods to the address of the Client's registered office at the Client's expense. Notification of the alleged unauthorised handling of Non-Storable Goods by the Client to the competent authorities shall not be considered a breach of business secrecy or breach of the Agreement.
2. The Client may request MailStep to store certain specified Goods under Special Technical Conditions (e.g. in refrigeration boxes, on underground premises, etc.). Storage

under special conditions shall constitute an Individual Additional Service.

### (III) Special conditions for Dangerous Non-Storable Goods

1. MailStep shall not store or provide services in respect of any Dangerous Non-Storable Goods. Provisions on Non-Storable Goods shall apply in respect of such goods.
2. Goods otherwise showing signs of dangerous goods, in particular pursuant to the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), shall not be considered to constitute Dangerous Non-Storable Goods, unless MailStep so decides in justified cases upon written request of the Client. In respect of such goods, the Basic Services may only be provided under the conditions defined in the prior consent of MailStep, in a place specifically designated by MailStep for this purpose and subject to business, operational and security conditions expressly agreed in advance. The storage of such goods shall constitute an Individual Additional Service.

## 2) Shipment Processing

The following activities shall form the subject of the Shipment processing:

1. Removal from the Storage Area to the packaging centre.
2. Attaching a gift or a leaflet supplied by the Client according to the Client's requirements and instructions. Attachment of additional items shall constitute an Additional Service.
3. Inserting a delivery note or a tax document; this is based on the technical data of the given software – shipment (parcel) identification.
4. The Shipments shall always be processed, completed (assembled) and packed in such a way that the risk of damage during the transport is eliminated as much as possible and that the conditions set by the transport or forwarding companies are met, or according to the specific requirements of the Client.
5. The Shipments shall be processed using cartons and other usual packaging material.
6. Use of the usual MailStep packaging material or packaging material supplied by the Client according to the Client's requirements and instructions. The basic packaging material of MailStep shall be paid for by MailStep. The packaging material supplied by the Client shall be provided by the Client and acquired at the Client's expense. Packaging in the packaging material supplied by the Client shall constitute an Additional Service.
7. If the Client's packaging material is to be used, the Client's previously stored packaging material shall be used when the Shipment is processed, or the Client will be requested to provide the date and ensure that the required packaging material is delivered. The Client's own packaging materials must be marked with a barcode (EAN) so that they can be processed under a standard storage and processing process.
8. When processing Shipments requiring the attachment of an additional item (e.g. a gift, bonus goods or a leaflet), the stored Goods shall be used.
9. When processing Shipments, a document clearly identifying the contents of each Shipment or the Client's tax document shall be added to the Goods. This document shall be provided and processed for the Client's individual orders by the Client and subsequently submitted to MailStep in a standard page

format as a PDF document. Documents in a non-standard page format or any other file format can only be supplied upon the Client's agreement with MailStep.

10. As part of the Basic Service, the Client may request that no more than three (3) sheets of A4 paper printed on one side (1/0) be attached to the Goods. This limit shall apply to all documents (delivery notes, tax documents, leaflets, warranty certificates, etc.) that are not supplied by the Client and are to be printed by MailStep. Exceeding the above scope of three (3) sheets of A4 paper shall be considered an Additional Service.
11. All materials and documents of the Client, including materials underlining the "corporate identity" of the Client, that are supplied in hard-copy (paper) form to MailStep warehouses, must also be provided with EAN barcodes and must form part of a particular order.

### 3) Distribution

The following activities shall form the subject of distribution:

1. Ensuring the delivery of Goods or Shipments to Client's Customers.
2. List prices shall be stated without toll, fuel surcharge and card payment fees. List prices shall be governed by the existing list prices and fuel prices.
3. Ensuring personal collection of Goods at the collection point located at the address of MailStep.
4. Re-invoicing the costs of delivering Goods to Client's Customers.
5. Distribution shall be performed through a Distributor selected by MailStep. If the Client appoints the Distributor (from among expressly accepted forwarding companies), this shall constitute an Additional Service.
6. Shipments shall be dispatched to the Distributors from the MailStep establishment at specified times, including handover certificates.
7. Shipments shall be handed over to Client's Customers at the times and under the conditions set by the Distributor.
8. Client's orders for distribution of Goods received by 2 p.m. (14:00) on a business day shall be processed and handed over to the Distributor on the same day. Orders received after that time shall be dispatched on the next business day.
9. Logistic services shall be provided mainly in the Czech Republic. Conditions of delivery to other EU countries, including the EFTA countries, shall be subject to special arrangements between MailStep and the Client.
10. MailStep shall provide Client's Customers with the possibility of personal collection of the Goods at the address of the registered office of MailStep, Prague 9, Do Čertous 2670/10, postcode: 193 00, on business days between 8 a.m. (8:00) and 4 p.m. (16:00). Goods can be paid for in cash upon personal collection.

### 4) Complaints and processing of Returned Shipments or returned Goods

1. MailStep shall not resolve on behalf of the Client any complaints made by the Client's Customers regarding the delivered Shipments or Goods.
2. MailStep shall resolve the exercise of rights arising from defective performance associated with the distribution (transport of Goods), i.e. to ensure quality of the services provided by the Distributor.
3. In the case of a Returned Shipment or returned Goods (if

goods are returned from transport), the Returned Shipment or returned Goods that are not collected by the Client's Customer and that are clearly undamaged (which can be seen even without professional training) shall be returned to stock.

4. Shipments or Goods in respect of which a complaint has been lodged and Shipments or Goods that do not comply with the preceding paragraph of these GBTCs shall be stored separately. The Client shall be informed about any Returned Shipment or returned Goods in respect of which a complaint has been lodged by a MailStep Customer Centre employee. Upon agreement, the Goods shall be prepared for complaint assessment in the Storage Area. The frequency of the assessments shall be determined by the Client's needs. MailStep shall prepare any Shipment or Goods in respect of which a complaint has been lodged and/or any Shipment or Goods that have been returned and which the Client cannot, or does not intend to, sell, for retrieval or will store it again it upon agreement with the Client. Goods that have apparently become waste shall be handed over to the Client.
5. MailStep shall not arrange for liquidation of the Goods and waste for the Client.

### 5) Communication

The following activities shall form the subject of communication:

1. Receipt and processing of the Client's orders.
2. Notifications of personal collections and of any Returned Shipments or any Goods returned by the Client's Customers.
3. Communication between MailStep and the Client through the Customer Centre.
4. Technical and customer support for the Client by the Customer Centre.

### 6) Use of the MailStep Software

1. The Client may use the MailStep Software intended for storage.
2. The MailStep Software is a software intended for warehouse management that enables communication between the Client, MailStep and the MailStep warehouse management through an online environment.
3. The MailStep software shall be available to the Client through a web interface, and the Client shall need a device with Internet access to use it. The software has been optimised for current versions of common browsers (e.g. Internet Explorer, Google Chrome, Mozilla Firefox, or Safari).
4. Goods shall be listed in the MailStep Software in individual items according to the type of the Goods, with numeric items expressing the numbers of individual pieces of the Goods, or the individual quantity of packages of the Goods.
5. Communication through the MailStep Software on the part of MailStep and technical support of the software shall be provided by the MailStep Customer Centre.

### B – Additional services

The Client may request from MailStep other Additional Services specified as Additional Services in the Agreement or in the Price List of Basic and Additional Services. These are mainly services related to the inspection of Goods upon their receipt at the warehouse, preparation of Goods for sale (e.g. gluing of missing labels), and requested stock-taking. The fee for the Additional Services shall be governed by the Price List of Basic and Additional Services.

**C – Individual additional services**

The Client may request from MailStep other Individual Additional Services which may be provided by MailStep based on the Client’s individually agreed order with an individual price calculation with respect to the Client’s specific requirement. Prices for Individual Additional Services shall not be governed by the Price List of Basic and Additional Services.

**OTHER CLIENT’S OBLIGATIONS**

**A – Designating Goods for receipt at the warehouse**

Pallets (A4 or A5 cover sheet)

1. The Client shall arrange for the attachment of a dispatch note specifying the total number of pieces of Goods on the pallet / boxes, the Goods code, the Client’s order number, and the type of the Goods.

**B – Labelling of the box / a parcel or bag in a box**

(sticker/label)

1. The Client shall ensure that the Goods are marked with a sticker or label containing information on the number of pieces in a particular box, EAN code (using a sticker), the Goods code, and a description of the Goods.
2. The Client shall ensure that the Goods are marked using a no-littering pictogram (showing a figure throwing waste in a bin; the “basketball player”) in accordance with the Packaging Act.
3. If there is a box on the pallet that does not contain the full number of pieces according to the original marked on the box/label, such box must always be placed on the top of the pallet and properly labelled (as Client’s boxes not packed in a standard manner).

**C – Labelling of individual Goods in a box / of a single piece**

(sticker/label)

The Client shall ensure that individual Goods / pieces of Goods are marked as follows:

1. with the EAN code (using a sticker), the Goods code, and a description of the Goods.
2. using the no-littering pictogram (showing a figure throwing waste in a bin; the “basketball player”) in accordance with the Packaging Act.
3. in the case of Goods that form part of electrical/electronic devices, using the “crossed-out bin” pictogram in accordance with the Packaging Act.
4. using the CE conformity specification pursuant to Act No. 22/1997 Coll., on Technical Requirements for Products, as amended.

**D – Terms of delivery**

1. The Client shall always deliver the Goods to MailStep warehouses properly packed, clean, undamaged and in accordance with the agreed technical specifications.
2. Goods, including any individual pieces, must be visibly marked with a description of the Goods and an EAN code (using stickers/labels). Electrical equipment (and any related documentation) must be marked according to Section 8 of

- Decree No. 352/2005 Coll. to identify the manufacturer (importer) and the fact that it was placed on the market after 13 August 2005. The packaging of packed products must meet the conditions for placing packaging on the market, in particular pursuant to Sections 3 to 6 of the Packaging Act.
3. Goods must be delivered on undamaged 1,200 × 800 mm EURO pallets. Unless otherwise stated, the height of the stacked Goods, including the pallet, shall not exceed 1,500 mm. Goods on the pallet must not exceed any of the specified dimensions of the pallet. The maximum weight of a pallet with Goods must not exceed 500 kg.
  4. EURO pallets meeting the conditions set out in the previous paragraph shall be immediately returned to the Distributor at the same quality, unless otherwise agreed. Other types of pallets shall be considered non-returnable pallets, they shall not be registered, and the Clients or the Distributor do not have the right to have them returned.
  5. Goods with non-standard weight and/or dimensions can only be delivered after a previous agreement mutually agreed with MailStep. Such Goods can be delivered freely, without pallets, or on pallets of non-standard sizes.
  6. Small Goods must be delivered in suitable packaging allowing for easy handling (e.g. in bags, boxes, etc.), not freely placed in shipping boxes, namely e.g. in packages of 10/20/50/100 pieces; the weight of each package must not exceed 20 kg. Each such package must meet the delivery conditions for the marking of the Goods. Any changes in the number of pieces in a package must be discussed by the Client with MailStep in advance and approved by MailStep.
  7. The Goods must be packed in such a way as to prevent damage or release of the Goods from the package/pallet (i.e. in solid and closed boxes/pallets). Pallets must be properly and firmly secured with shrink (stretch) foil. The Client shall also be obliged to fix the Goods properly on the pallet against displacement (using tape, shrink foil, a wedge, etc.). MailStep shall not be liable for any damage to the Goods caused by the Client or the Distributor.
  8. Only one type of Goods can be delivered on one pallet; this shall apply without exceptions in the case of larger Shipments of several types of Goods (usually over 50 pieces of individual types of Goods). If it is necessary to deliver, in the case of small Goods, several types of Goods on the same pallet for reasons of economy, it is necessary to visibly separate the individual types of Goods by a divider, and the enclosed list must contain a list of materials broken down allowing for stock recording (i.e. it must contain at least the names of the materials/Goods and the number of pieces contained in individual packages). If the Goods consist of several individual discrete parts which together form one unit and must be issued as one unit, it is necessary to mark each of the parts so that they can be properly assembled. In the case of Goods of the same type which have different shelf lives, it is necessary to separate these Goods from each other and to visibly mark them.
  9. The Client shall visibly mark each delivery of Goods on the front (shorter) side of the pallet with the order number, name of the Goods, number of pieces on the pallet, number of measurement units in individual packages (unless this is indicated on the packaging), or the production batch and EAN code (if applicable). In the case of Goods requiring a special method of handling and storage, the Client shall also indicate this fact visibly.
  10. The Client shall place accompanying documents (delivery note, packing list, copy of the order) in a visible place at the upper edge of the pallet (or any other Goods transported),



- and protect those documents against damage (e.g. using foil).
11. The Client shall place any other documents supplied with the Goods, operating manuals, certificates, safety data sheets, etc. in each individual package of the relevant Goods intended for issue.
  12. Deliveries of the Goods must be made at times precisely agreed in advance and notified by the Client, namely on business days between 7 a.m. (7:00) and 4 p.m. (16:00), or at other times according to the operating conditions of the respective MailStep warehouses. Exceptions can only be made at times agreed in advance between the Client and MailStep.
  13. Each new receipt of the Goods must be notified (*avizován*) in MailStep Software no later than two (2) business days prior to the delivery (via the AVÍZO (*NOTIFICATION*) functionality). This shall apply to standard deliveries that do not deviate from average deliveries during the year in terms of their volume or number of pieces. Other deliveries must be notified at least five (5) business days prior to the delivery. In the case of a new item on the delivery, a new stock card must be created in the MailStep Software. For the notified Goods, the Goods code, description of the Goods, date and time of delivery, order number, and the Client's name, must be filled in. It is necessary to fill in all required information in the stock card (name, description, EAN code, dimensions, weights, photo, sales package size, measurement unit – pcs/m/pack, "FRAGILE" flag, SN, etc.).
  14. The delivery note must contain the name of the Goods identical to the information in the order, delivery number, order number, number of measurement units in individual packages, and a description of the Goods as a whole if the Goods consist of several pieces, the total number of the delivered Goods in pieces, and the total number of pallets or boxes.
  15. Changes to the packaging and individual packages must be agreed with MailStep in advance.
  16. In the case of a delivery that contains hazardous chemicals and preparations, the Safety Data Sheet must be included in the delivery and the packaging must be labelled in Czech, clearly, legibly and in accordance with Act No. 356/2003 Coll., on Chemical Substances and Chemical Preparations and on Amendment of Certain Other Laws, as amended.
  17. Since it is necessary to prepare the warehouse premises for deliveries, the Client shall consult any delivery of a large volume of Goods/pallets (more than 33 pallets) to the warehouse with MailStep in advance.
  18. All information stated on the Goods or the packaging or in the accompanying documents (e.g. the date of manufacture, expiry date) shall be provided by MailStep in the format commonly used in the Czech Republic, i.e. in the DD/MM/YYYY format, where DD indicates the day, MM indicates the month, and YYYY indicates the year.
  19. In the case of failure to adhere to the delivery terms, MailStep may refuse to accept the delivery and return it.
  20. MailStep may also refuse any Goods without the relevant notification in the MailStep Software and without a delivery note and return such Goods to the Client, without this constituting a delay on the part of MailStep.
  21. MailStep warehouse HOT LINE: +420 284 816 211.

### E – Client's inspection activities

1. The Client may inspect its stored Goods and the storage conditions in person, through a Client's Authorised Person or

through an Authorised Representative. The inspection must be notified by the Client at least three (3) business days in advance with a specification of the name, surname and date of birth of the person to perform the inspection. The inspecting person shall be required to prove his/her identity before entering the warehouse.

2. The inspecting person must be accompanied by a MailStep Authorised Person or by an assigned MailStep employee during the inspection.
3. The Client undertakes to carry out the inspection in a manner that does not unduly burden the operational activities of MailStep, i.e. to the extent and in a number of repetitions which reflect the inspection needs of the Client as well as the need for operational and working continuity of MailStep.
4. If an inspection is requested contrary to paragraph 3, MailStep may refuse the inspection on a certain date or at a certain time and may propose another nearest date or time that is appropriate in terms of MailStep's operational capabilities.

## FURTHER ARRANGEMENTS OF THE PARTIES

### A – Execution of the Agreement

1. If the Agreement is not physically executed, the Agreement may also be executed by e-mail communication and/or by telephone.
2. If the communication is conducted by e-mail, the moment of execution of the Agreement shall be deemed to be the moment of receipt of an e-mail notification from the Client to MailStep of the acceptance of the offer.
3. If the communication is conducted by telephone, the moment of execution of the Agreement shall be deemed to be the moment of receipt an e-mail notification from MailStep to the Client of the Client's acceptance of the offer.
4. MailStep shall inform the Client of the acceptance/rejection of the order within one (1) business day after its receipt.

### B – Maturity and delay

1. Unless otherwise stipulated in the Agreement, all monetary performances related to the Basic Services, Additional Services and Individual Additional Services shall be payable on the basis of invoices issued to the Client by MailStep with a maturity of fifteen (15) days.
2. If the Client is in delay, MailStep shall try to contact the Client and provide the Client with an additional period for payment of the relevant obligation of a maximum of seven (7) days. If the Client is in delay after the additional period, MailStep may refuse further requested performance under the Agreement and withhold the stored Goods. The Client and MailStep declare in concert that MailStep shall not be responsible for the Client's delay and for any damage incurred by the Client by such delay, in particular in relation to Customers.
3. To secure any debts owed by the Client to MailStep, MailStep shall have the right of pledge or retention in relation to the Goods, which shall last for the time the Goods are held by MailStep or for the time MailStep holds the documents authorising it to deal with the Client's Goods. MailStep shall also have the right of pledge if the Shipment or the relevant documents are held by someone who holds them on behalf of MailStep.

### C – Rights arising from defective performance

1. MailStep shall not be obliged to satisfy any right arising from defective performance of the Client due to a fault of the Client, an Authorised Person or an Authorised Officer.
  2. If the Client's Customer has been delivered Goods which, without the fault of MailStep, do not correspond to Client's Customer's wishes or do not meet the characteristics required by the Client's Customer, this shall not constitute a defective performance under the Agreement.
  3. The period for exercising the right arising from defective performance of the Client shall be one (1) month from the provision of the MailStep service.
1. Along with the services provided, MailStep shall grant the Client the right (licence) to use the MailStep Software, a warehouse management program accessible in the on-line environment, and the right to customer support from the MailStep Customer Centre.
  2. The licence fee is included in the fee for the Basic Services.
  3. The licence to the MailStep Software is provided as a non-exclusive licence that is unlimited in terms of territory and in substantive terms and that cannot be assigned to other parties, for the duration of the Agreement (i.e. the existence and validity of this licence arrangement is fully tied to the existence of the Agreement). The Client is not entitled to provide any sub-licence or otherwise make the MailStep Software or access data to the MailStep Software available to any third party.

### D – Extension of the limitation period

In accordance with the applicable legislation, the Client expressly declares that it agrees to extend the limitation period for which MailStep is entitled to assert claims against the Client arising from individual transactions or other agreements executed between the Client and MailStep for a total of ten (10) years from the commencement of the limitation period; any such extension shall apply to one particular relationship only.

### E – Insurance

1. For the purpose of proper performance under the Agreement, MailStep shall be insured, within the scope usual in the relevant industry, against the obligation to compensate for damage or any other harm caused as a result of business activities, including damage to movable assets and buildings or other structures, and any consequential or purely financial damage. MailStep's warehouse premises shall be covered by insurance (usual in the relevant industry) against damage to real estate and to stored items as a result of natural disasters, burglary, robbery, vandalism, smoke, falling trees, masts and other vehicles, collisions involving vehicles or cargo, or frost.
2. For reasons of proper insurance pursuant to paragraph 2 above, the Client shall notify MailStep on a quarterly basis and/or at any time upon request of MailStep of the aggregate value of the stored Goods at MailStep, and also to report to MailStep if the Client purchases more expensive Goods (in the magnitude of hundreds of thousands of crowns). The Client shall provide such information within five (5) business days after the relevant event, i.e. after the end of a quarter or upon MailStep's request.

### F – Protection of property

MailStep undertakes to handle all Goods with the necessary caution and care, and further undertakes to protect the stored Goods against damage, loss, theft or destruction.

### G – Transfer and protection of the Client's revenues

The Client expressly authorises MailStep to ensure delivery of Goods to Client's Customers in accordance with the Agreement through a Distributor or by personal collection. MailStep may collect a fee for the Goods from the Client's Customers as part of the personal collection. MailStep shall retain the fee received for the Goods from the Client's Customer(s) and subsequently, at the end of the relevant month, forward to the Client a summary of all fees received for the Goods collected in person in the case of which the fourteen (14) day time limit from the date of receipt of the fee has expired.

### H – Protection of the MailStep Software and data

4. The Client may only use the MailStep Software to perform the Agreement. The Client may not make copies of the MailStep Software as a copyright work or otherwise interfere with or modify the source code or other structures of the MailStep Software. In particular, the Client may not congest the MailStep Software with any malicious software, false data and intentional copies of data in order to congest, damage or affect the functionality of the MailStep Software.
5. MailStep shall ensure data security within the MailStep Software by the usual technical measures in accordance with the GDPR.
6. The embedded data and databases shall become the property of MailStep when embedded in the MailStep Software.
7. Any breach of the Client's obligations referred to in this section shall be considered a material breach of the Agreement.

### I – Confidentiality of information

1. The Parties undertake to maintain confidentiality regarding any facts or matters concerning the other Party of which they become aware in connection with the performance of the subject-matter of the Agreement, regarding other facts or matters the disclosure of which could in any way affect the commercial interests or good reputation of the other Party, as well as regarding any commercial and technical information which was communicated to the relevant Party by the other Party in connection with the performance of the Agreement and which is not publicly known or available. This obligation shall also apply to other facts or matters that will be expressly classified as confidential by the other Party.
2. Each Party undertakes to ensure that confidential information received from the other Party does not leak, and undertakes to protect the secrecy of the confidential information received from the other Party, at least in the same way in which it protects its own business secrets, but in any case in a way customary for the protection of business secrets.
3. Each Party undertakes not to use any confidential information received from the other Party for any purpose other than the purpose of performing the Agreement.
4. The Parties undertake to maintain the confidentiality obligation not only for the entire period of validity and effectiveness of the Agreement, but also after its termination, for as long as the confidential information is not publicly known and available.

### J – Personal data protection

1. MailStep shall be responsible for ensuring that personal data of the Client, Client's Customers and other data subjects are



processed fairly, lawfully and transparently, that the data are always collected only for specific and legitimate purposes, to the extent necessary and for periods necessary for such purposes; the personal data shall be adequate and relevant for the given purpose and shall be processed in a manner that ensures adequate security of the personal data, including their protection by appropriate technical or organisational measures against unauthorised or unlawful processing and against accidental loss, destruction or damage.

2. Detailed information on the processing and protection of personal data and privacy are provided in the document entitled *Privacy Notice*.

### K – Termination of the Agreement

1. Unless stipulated otherwise in the Agreement, the Agreement is executed for an indefinite period of time.
2. Each of the Parties shall have the right to terminate the Agreement without specifying any reasons, with a six (6) month notice, which shall commence on the first day of the calendar month following the delivery of the written notice to the other Party. If Mailstep suspects that the Client has terminated its activities (e.g. the Client's Goods have been fully removed from stock, leaving a zero balance), MailStep may require the payment of all obligations by the Client when issuing the Goods.
3. Both MailStep and the Client may terminate the Agreement unilaterally without a notice period due to a material breach of the Agreement, with effect from the moment of delivery of the relevant notification to the other Party. In particular, any delay in the payment for the services provided and for any related performance or any delay in the payment of a debt that lasts for more than 30 days shall be considered a material breach of the Agreement.
4. Both MailStep and the Client may withdraw from the Agreement due to initiated and pending insolvency proceedings concerning the Client.
5. MailStep may withdraw from the Agreement if the Client is in any way connected with the entities listed in Government Order No. 210/2008 Coll., to Implement Special Measures to Combat Terrorism, as amended, which is available on the website of the Financial Analytical Unit <http://eeas.europa.eu>, which is continually updated upon any amendment of the EU/EC regulations, or with any entity having its registered office in a country that applies measures against legalisation of proceeds insufficiently or does not apply them at all – the countries listed in the list of NCCT (Non-Cooperative Countries and Territories), prepared and published by the FATF (Financial Action Task Force on Money Laundering), the relevant link to which can be found on the website of the Ministry of Finance accessible via the public data network at <http://www.mfcr.cz> (the specific list can be operatively verified on the website of the FATF under <http://www.fatf-gafi.org>).
6. After termination of the Agreement, no later than by the end of the notice period or within one (1) month from the date of withdrawal from the Agreement, the Client shall provide at least two (2) dates/times for the preparation of the stored Goods for collection and for the collection itself. If the Client fails to ensure the collection of the Goods after the termination and the Goods continue to be stored in the MailStep warehouse, without the fault of MailStep, MailStep may claim financial performance from the Client, corresponding to the amount of performance for the Basic Services for the relevant period of storage.
7. If MailStep records any outstanding debts of the Client after

the termination of the Agreement, MailStep may withhold the Goods stored so far and, if the outstanding amounts are not paid by the Client even within an additional time limit, MailStep may obtain satisfaction from the sale of the Goods withheld.

### L – Applicable law and dispute resolution

1. Legal relationships between MailStep and the Client shall be governed by the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended. The Parties have agreed on a general court of MailStep in case of any dispute.
2. Both the Client and MailStep shall use their best endeavours to resolve any disputed issues amicably, taking into account the legitimate interests of both the Client and MailStep.
3. MailStep undertakes to provide the necessary cooperation to the Client in any out-of-court settlement of consumer disputes of the Client with the Customer pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended.

### M – Final provisions

1. If any clause of the Agreement and/or the GBTCs becomes invalid or ineffective, it shall be fully separable from the other clauses of the document concerned, and thus the other clauses of the Agreement and/or the GBTCs shall remain in full force and effect.

The provisions of the Civil Code on change of circumstances (Sections 1764 to 1766), disproportionate shortening (Sections 1793 to 1795), adhesion contracts (Sections 1798 *et seq.*), and on interpretation of legal acts pursuant to Section 557 of the Civil Code, shall not apply to the obligations under the Agreement.

### N – Effective date

These GBTCs shall take effect on 25 May 2018.

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