

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF STORAGE SERVICES BY LORENC LOGISTIC, S.R.O.

1. DEFINITION

1.1. In these Conditions (as defined below) and in the Contract (as defined below) to which the Warehouseman is a party, the following terms shall have the meanings set out in this Clause 1.1 unless expressly stated otherwise in the Contract:

"ADN"	means the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (ADN) of 2000, as currently binding on the Czech Republic;
"ADR"	means the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 1957, as currently binding on the Czech Republic;
"Price"	means the total price for the Storage or other Services provided under the Contract, including in particular the Storage Fee, the Insurance Premium if the Warehouseman has secured individual insurance of the Goods pursuant to Article 8.2 of the GTC, and any other related expenses borne by the Warehouseman;
"Price List"	means the price list for Storage and Services agreed between the Warehousekeeper and the Warehousekeeper, which is an annex to the Contract and/or the Framework Agreement;
"Quotation" 1731 of the Civil Code	means an offer to conclude the Contract within the meaning of Section 1731 of the Civil Code made by the Warehouseman to the Depositor on the basis of the Depositor's Demand;
"Invoice."	means a tax document complying with the relevant tax and accounting legislation of the Czech Republic;
"Value of Goods" the purposes of	means the normal price of the Goods as determined by the Depositor for insurance of the Goods during Storage, which the Depositor has notified to the Warehouseman in accordance with these GTC;
"Value of the subject of the pledge"	means the normal price of the Goods for the exercise of the Lien and/or the Lien on the basis of an expert opinion prepared by an expert selected by the Warehouseman from among the experts registered in the list of experts, expert offices and expert institutes administered by the Ministry of Justice;
"IATA - DGR"	means Dangerous Goods Regulations - a regulation issued by International Air Transport Association (IATA) regulations for the carriage of hazardous substances by air;
"ICAO"	means the Convention on International Civil Aviation (ICAO) of 1947, as currently binding on the Czech Republic;
"IMDG"	means the International Maritime Dangerous Goods (IMDG) Regulations of 1965, in the current version binding on the Czech Republic;
"Waybill" Convention which is	means a bill of lading within the meaning of Article 6 of the CMR Convention which is relates to certain Goods;
"Loading"	means the Warehouseman's activity of checking the received Goods to the extent agreed with the Depositor and the subsequent storage of such Goods in a designated place in the Warehouse;

"Order"	means a written order for Storage and, where applicable, other Services made by the Depositor;
"CC"	means Act No. 89/2012 Coll., the Civil Code, as amended;
"Terms and Conditions" or "T&C"	means these General Terms and Conditions for the provision of storage services provided by Lorenc Logistic, s.r.o.;
"Insurance Premium"	means the Warehouseman's remuneration for providing individual insurance of the Goods pursuant to Article 8.2 of the GTC; the amount of which is agreed in the Price List;
"Demand"	means a request from the Depositor expressing interest in the provision of Storage and, where applicable, other Services; a Demand is not an offer to conclude the Contract within the meaning of Section 1731 of the Civil Code;
"Handover Protocol"	means a written protocol issued by the Warehouseman on receipt of Goods to Stock and/or release of Goods from Stock;
"Receipt"	means a written confirmation of the Goods being loaded issued by the Warehouseman;
"Framework Agreement" Warehouseman as	means the Framework Agreement entered into between the the entity providing the Storage or other Services and the Depositor as the client of the subject Storage or other Services, the subject of which is the framework regulation of the mutual rights and obligations of the Parties arising from the provision of Storage or other Services, based on individual (partial) Contracts;
"Claim" Storage and/or	means an assertion by the Depositor of rights arising from defects in the Services;
"RID"	means the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), which is Annex C to the Convention concerning International Carriage by Rail (COTIF) of 1980, in the current version binding on the Czech Republic;
"Warehouse"	means the specific premises of the Warehouseman intended for the storage of Goods or the provision of Services under a particular Contract;
"Foldable"	means the Warehousing Provider's remuneration for the provision of the Warehousing and other Services, if any, under the Contract;
"Warehousing"	means the Warehouseman's activity of taking over the Goods from Depositor (or a third party), its Storage, custody and subsequent release from the Warehouse;
"Warehouseman" 660, with	means the company Lorenc Logistic, s.r.o., registration number 648 32 with its registered office at Klatovy IV, Za Trati 752, Postal Code 33901, registered in the Commercial Register maintained by the Regional Court in Pilsen, file No. C 7427;
"Stock Price of Goods"	means, in the case of purchased Goods, the "purchase price" as defined in § Section 25(5)(a) of the Accounting Act and in the case of manufactured Goods (products) "own costs" within the meaning of Section 25(5)(c) of the Accounting Act;
"Service"	means the provision or performance of acts related to or incidental to the Warehouse by the Warehouseman for the Warehouseman on the basis of the Agreement, as further defined in the description of services attached to these GTC;
"Contract"	means each individual storage contract within the meaning of Art. § 2415 CC, or also for the provision of the Service, concluded between the Warehouseman and the Warehousekeeper, either on the basis of the Framework Agreement (by delivery of the Order) and/or on the basis of acceptance of the Price Offer;

"Cancellation"	means a written legal act by which the Publisher may unilaterally cancel the Contract or the Order (if it has been delivered to the Warehouseman and the Contract has not yet been concluded) under the conditions set out in Article 4 of the GTC;
"Cancellation Fee"	means the fee payable by the Depositor to the Warehouseman, if the Cancellation is exercised, the terms and amount of which are set out in the Price List;
"Parties"	means jointly the Composer and the Depositor;
"Depositor"	means an entrepreneur (natural person or legal entity) who concludes the Contract and/or the Framework Contract with the Warehouseman and acts as a depositor within the meaning of Section 2415 of the CC in the performance of the Contract;
"CMR Convention"	means the Convention on the Contract of Carriage by International Road Carriage of Goods (CMR) of 1956, in the current version binding for the Czech Republic;
"Delivery Note"	means a written confirmation of the release of Goods from the Warehouse issued by the Warehouseman;
"Force majeure"	means extraordinary unforeseen and insurmountable obstacles arising independently of the will of the Party invoking them, temporarily or permanently impeding the performance of its obligations under the Contract, which occurred after the conclusion of the Contract and cannot be overcome by the Party invoking them, such as pandemics, natural disasters, strikes, wars, mobilizations, uprisings, extremely bad weather, etc.;
"Lien" Article 10.1 of the GTC;	means the Warehouseman's right of retention of the Goods pursuant to Article 10.1 of the GTC;
"Lien"	means the Warehouseman's contractual lien on the Goods pursuant to Art. 10.2 et seq. of the GTC;
"Accounting Act"	means Act No. 563/1991 Coll., on Accounting, as amended Regulations;
"Goods"	means the item or items to be taken over by the Warehouseman for Storage or the performance of the Services under the Contract.

1.2. The following rules shall govern the interpretation of these GTC:

- 1.2.1. References to "Articles" shall be construed as references to the relevant Articles of these GTC.
- 1.2.2. References to "legislation" or "relevant legislation" shall be construed as references to laws, government regulations, ministerial decrees or other generally binding normative legal acts.
- 1.2.3. References to "days" are references to working days.
- 1.2.4. The terms "include" or "including" in these GTC mean "in particular, but not exclusively" (whether or not such wording is expressly stated) and shall not be construed as limiting the options solely to the items listed.
- 1.2.5. Terms defined in these GTC in the plural have the same meaning in the singular and vice versa.
- 1.2.6. The headings are used in these GTC only for clarity and better orientation and do not affect the interpretation of these Terms and Conditions.

- 1.3. Both Parties declare that they are entrepreneurs within the meaning of Section 420(1) of the Civil Code and conclude the Contract between them within the scope of their business activities.

2. INTRODUCTORY PROVISIONS

- 2.1. These GTC govern the legal relations between the Warehouseman and the Depositor established by the Contract and/or the Framework Agreement. Any deviating provisions of the Contract and/or the Framework Agreement shall prevail over the wording of these GTC.

- 2.2. These GTC are an integral part of each concluded Contract as well as the Framework Contract. These GTC are available at the Sales Department, at the Warehouse and on the Warehouse's website and are also attached by the Warehouse to each Price Offer and to each Framework Contract as an annex. The Depositor indicates its acceptance of these GTC by accepting the Price Offer (by sending an Order that is in accordance with the Price Offer to the Warehouseman) or by signing the Framework Agreement. By agreeing to the GTC, the Depositor confirms that it has carefully read the GTC before concluding the Contract and/or the Framework Contract, understands their content and expressly accepts all their provisions.
- 2.3. For the purposes of the performance of the Contract, the Parties expressly agree that any commercial practices relating to the performance of the Contract shall not prevail over the Contract, the provisions of these GTC or the provisions of law.

3. CONTRACTING

- 3.1. The Framework Contract must always be concluded in writing, by the handwritten signatures of the Parties' authorised representatives on the paper copy of the Framework Contract. Any oral agreement of the Parties shall not constitute the conclusion of the Framework Agreement without more.
- 3.2. The contract can be concluded:
- a) the handwritten signatures of the Parties' authorized representatives on the instrument of the Agreement, except that the signatures of the Parties on the same instrument are not required; or
 - b) by delivery of a written Order that is in accordance with the relevant Price Offer, whereby an Order with an amendment or deviation from the Price Offer, even if it does not materially change the terms of the Price Offer, is not an acceptance of the Price Offer but a new proposal to enter into a Contract; or
 - c) in the case of (partial) Contracts concluded on the basis of a Framework Contract, by delivery of a written Order in accordance with the terms of the Framework Contract, whereby if the Order is not in accordance with the terms of the Framework Contract, the conclusion of the (partial) Contract shall not take place.
- 3.3. The Parties acknowledge that in the context of concluding the Contract (e.g. sending a Price Quote or Order), as well as in the actual performance of the Contract (e.g. sending instructions of the Publisher for the release of Goods from the Warehouse), the Parties' communication via electronic mail will be considered to be in writing, in particular with regard to ensuring the smooth performance of the Parties' obligations under the Contract. Any communication between the Parties regarding the performance of the Contract in a form other than in writing, or electronically by email or electronic data interchange (EDI), between the Parties' authorised representatives, must be confirmed in this manner on the date of receipt, unless otherwise stated in these GTC. Failure to comply with the prescribed form shall in this case result in the invalidity of the agreement in question.
- 3.4. The Depositor is obliged to deliver the order to the Warehouseman at least 24 hours before the requested date of delivery of the Goods to the Warehouse. Within the Order, the Depositor is obliged, unless otherwise agreed between the Parties, to provide the Warehouseman with at least the following information:
- a) Identification of the Depositor (company/business name, registration number, registered office, VAT number if assigned, billing address if different from the registered office address, responsible person for communication on behalf of the Depositor),
 - b) the specification of the Goods, namely:
 - (i) marking of the Goods (type, trade name, identification code, batch, generally accepted marking for dangerous Goods, etc., if the relevant marking is assigned to the Goods),
 - (ii) quantity of Goods (number of pieces/pallets of Goods),
 - (iii) weight, dimensions/volume of the Goods, and
 - (iv) the method of packing the Goods (on pallets or otherwise),
 - c) specification of individual Services, if required,
 - d) the requested date or time of delivery of the Goods to the Warehouse, the licence plate number of the carrier,
 - e) Storage period, if Storage for a specified period is required,
 - f) identification of the person authorised by the Depositor to issue/accept the Goods;
 - g) The value of the Goods for determining the amount of individual insurance pursuant to Article 8.2 of the GTC, if provided by the Warehouseman,
 - h) identification of the owner of the Goods, if different from the Depositor,

- i) specific requirements or instructions for Storage or other Services provided, e.g. temperature, humidity, stackability, hazardous properties, if any.
- 3.5. In the event that the Parties have concluded a Framework Contract, the conclusion of the Sub-Contract shall take place at the moment of delivery of the Order, which is in accordance with the terms of the Framework Contract, to the Warehouseman.
- 3.6. In case the Parties do not have a Framework Agreement, the Warehouseman, upon receipt of the Demand, shall evaluate and recheck it and, if necessary, request its completion from the Depositor. If the requested Storage including, if applicable, additional Services is possible, the Warehouseman is entitled to send the Depositor a Price Offer within 1 day of receipt of the Demand, which shall be deemed to be an offer to conclude the Contract pursuant to Section 1731 of the CC. The conclusion of the Contract shall take place at the moment of delivery of the Order, which is in accordance with the Price Offer, to the Warehouseman, or at the moment of actual delivery of the Goods according to the Price Offer to the Warehouse.

4. STORNO

- 4.1. Until the Goods have been delivered to the Warehouse, the Warehouseman may cancel the Contract and/or the Order (if it has been delivered to the Warehouseman but the Contract has not yet been concluded) by delivering a written Cancellation to the Warehouseman.
- 4.2. If the Depositor delivers the Cancellation to the Warehouseman at least 3 days prior to the requested date of delivery of the Goods to the Warehouse, the Contract or Order is cancelled without further notice. If the Depositor delivers the Cancellation later, the Depositor shall additionally pay the Warehouseman a Cancellation Fee, the terms and amount of which are set out in the Price List.

5. STORAGE

- 5.1. Under the Agreement, the Warehouseman is obliged to take over the Goods from the Warehouseman or a person authorised by him, to store the Goods, to keep them for the agreed period of time and to release them from the Warehouse in accordance with the Warehouseman's instructions, or to provide the agreed Services. The Depositor is obliged to pay the Warehouseman the agreed Price for this.
- 5.2. The Warehouseman is obliged to perform the Warehousing, as well as other Services, with professional care and follow the instructions of the Warehouseman. However, the Warehouseman shall not be bound by any instructions regarding the specific location or handling of the Goods in the Warehouse, nor by any instructions that are manifestly inappropriate, the inappropriateness of which has been brought to the attention of the Warehouseman.
- 5.3. The Depositor undertakes to ensure that the Goods stored shall be free from any legal defects.
- 5.4. Storage of the Goods is agreed for an indefinite period of time, unless otherwise agreed in the Contract.
- 5.5. The Depositor is obliged to provide the Warehousekeeper with all assistance necessary for the performance of the Warehousing or Services, as the case may be. In particular, the Warehouseman shall provide the Warehouseman in writing with all necessary documents, information and instructions (including all relevant data referred to in Article 3.4 of the GTC) and ensure the cooperation of the persons who arrange the delivery or collection of the Goods for the Warehouseman.
- 5.6. The Warehouseman shall keep proper records of all Goods received.
- 5.7. The Depositor or a person authorized by the Depositor may move around the Warehouse premises only by prior agreement with the Warehouseman and in the presence of the Warehouseman's designated personnel. In the case of movement around the Warehouse premises, the Depositor or his authorised person shall comply with the instructions and directions of the Warehouseman and the Warehouse Operating Regulations.
- 5.8. In case of lack of available storage space in the Warehouse or other operational reasons, the Warehouseman is entitled to store the Goods taken over in other suitable premises in agreement with the Depositor.
- 5.9. The Warehousekeeper shall be entitled, but not obliged, to randomly inspect the contents and nature of the stored Goods in order to verify the information provided by the Warehousekeeper or for the purpose of properly providing the Storage and/or Services. The Warehousekeeper shall also be entitled to inspect the contents of the Goods if it has reasonable grounds to suspect that the stored Goods contain an item excluded from Storage pursuant to Article 6.7 of the GTC or a dangerous item without complying with the conditions under the ADR or any other generally binding regulation, or if the packaging of the Goods is damaged, the contents of the Goods are leaking, smelly or damaged. In order to inspect the Goods, the Warehouseman is entitled to open or remove the packaging of the Goods and the individual items contained therein and subsequently reseal it. If the Warehousekeeper finds that the condition of the Goods makes the Storage or the provision of the selected Service endangered or impossible, it shall inform the Depositor thereof. At the same time, the Warehousekeeper is entitled to take the necessary measures to prevent or minimise damage. The costs of taking such measures as well as any compensation for damages shall be borne by the Warehousekeeper.

- 5.10. The Warehouseman shall be entitled to arrange for the disposal of the Goods by agreement with the Warehouseman or if the Warehouseman finds that the Goods are, or become, a danger to the health or property of persons after receipt for storage. The Depositor is obliged to reimburse the Warehouseman for the costs of disposal of the Goods in full, as well as to compensate for any damage incurred by the Warehouseman or third parties in connection with the disposal of the Goods.

6. RECEIPT OF GOODS INTO THE WAREHOUSE

- 6.1. The Depositor is obliged to deliver the Goods to the Warehouse on the date specified in the Contract, no later than one (1) hour before the end of the Warehouse's operating hours, which are set on working days (Monday-Friday) from 10:00 a.m. to 4:30 p.m. Outside the specified operating hours of the Warehouse, the Goods may be delivered to the Warehouse only by prior agreement of the Parties.
- 6.2. The Goods must be properly labelled and, where applicable, provided with information about the nature of the Goods and their hazardousness in accordance with the relevant legislation before they are handed over to the Warehouse. If the Goods are not properly labelled, the Warehouseman shall be entitled, but not obliged, to remedy the deficiencies in the labelling of the Goods at the expense of the Warehouseman.
- 6.3. In all cases, the Depositor is obliged to deliver to the Warehouseman a properly and completely filled in Bill of Lading with the Goods, or to provide the Warehouseman with all data and instructions for its proper completion, always on behalf and for the account of the Depositor. Any incorrect, erroneous or incomplete completion of the Bill of Lading as instructed by the Shipper shall be the sole responsibility of the Shipper or a third party authorised by the Shipper, e.g. the Carrier. If the Goods are not accompanied by a Bill of Lading upon receipt into the Warehouse, the Warehouseman shall issue a Handover Report.
- 6.4. Upon receipt of the Goods, the Warehouseman shall visually check the integrity of the packaging, the conformity of the quantity of the delivered Goods with the Bill of Lading, as well as the packaging and marking of the Goods, unless the Parties agree otherwise.
- 6.5. If the Warehouseman discovers during the inspection of the Goods apparent defects in the quantity of cargo units or the integrity of the packaging of the Goods, apparent damage to the Goods and/or a discrepancy between the Bill of Lading and the condition actually found upon receipt of the Goods, the Warehouseman shall be obliged to record this fact (enter a reservation) in the Bill of Lading or the Handover Protocol and inform the Warehouseman thereof in writing. In the event of obvious damage to the Goods, the Warehouseman shall additionally draw up a damage report and take photographic documentation, which shall be sent to the Warehouseman. At the same time, the Warehouseman shall request instructions from the Warehouseman regarding further handling of the damaged Goods.
- 6.6. The Goods shall be handed over to the Warehouse at the moment of signing of the Bill of Lading or the Handover Protocol by the Warehouseman after the Goods have been completely unloaded onto the loading ramp of the Warehouse and have been inspected in accordance with these GTC.
- 6.7. The Warehouseman is obliged to inform the Depositor in writing of the acceptance of the Goods into the Warehouse by sending a Bill of Lading or a Handover Protocol. The Warehouseman is subsequently obliged to stack and record the Goods received. Unless otherwise agreed, the Warehouseman shall inform the Depositor of the Goods' loading by sending a Receipt.
- 6.8. The Warehouseman shall not accept the following Goods for Storage:
- a) medical material (blood samples, derivatives, infectious material),
 - b) living animals, spontaneously decomposing substances, human and animal remains,
 - c) waste, infectious material,
 - d) narcotic drugs and psychotropic substances,
 - e) ...of an incendiary liquid,
 - f) self-heating substances and mixtures,
 - g) temperature-controlled organic peroxides,
 - h) other objects and substances which, due to their nature, require special storage conditions in accordance with applicable regulations, such as bulk substrates, fresh food, etc,
 - i) Explosive and radioactive substances subject to ADR Class 1 and 7, for example: explosives, weapons and ammunition, fireworks, radioactive substances (including research equipment);
 - j) any other objects and substances, provided that they notify the Depositor prior to the conclusion of the Contract.

The Warehouseman shall also not accept Goods for Storage that are obviously damaged, inadequately marked or packaged or with obviously damaged packaging for transport and Storage.

- 6.9. The Warehouseman may, by prior agreement, accept for Warehousing also dangerous Goods subject to the ADR Agreement [except as provided in paragraph 6.8(i) of the GTC] or other Goods containing dangerous materials, according to the restrictions of Lorenc Logistic's warehousing conditions, or whose carriage is restricted (as such terms are defined in the relevant international conventions such as RID, ADN, IATA - DGR, ICAO, IMDG), provided that the conditions of these agreements reasonably resulting from the Warehousing are complied with. In such case, the Shipper shall provide the Warehouseman with the Safety Data Sheet of the Goods in advance and communicate the UN number, official designation, including class and packing group (if indicated), the construction type of the packaging and the quantity/number of pieces, and shall hand over all necessary and duly completed documents and labelled Goods.
- 6.10. The Warehouseman is also entitled to refuse to accept the Goods into the Warehouse if:
- The Goods or the individual items contained do not correspond to the information provided by the Depositor prior to the conclusion of the Contract;
 - The Goods or individual items contained are of the nature specified in Article 6.8 of the GTC and the Warehouseman has not expressly agreed to their Storage;
 - the provision of the Storage and/or the Services could be in breach of the law (including international treaties);
 - part of the Goods is a damaged or used item and the Warehouseman has not informed the Warehouseman of this before handing over the Goods or has not ensured sufficient security of such item and documentation of its condition at the time of handing over to the Warehouse;
 - the relevant customs declarations and/or other transport documents have been made in respect of the Goods or individual items therein in contravention of the Contract.

7. DISPENSING OF GOODS FROM THE WAREHOUSE

- 7.1. The Warehouseman shall release the Goods from the Warehouse on the basis of a written instruction from the Warehouseman to release the Goods, which the Warehouseman shall deliver to the Warehouseman no later than 24 hours before the requested time of collection of the Goods, unless otherwise agreed between the Parties.
- 7.2. The Depositor or its designated recipient (e.g. carrier) is obliged to collect the Goods from the Warehouse on the specified day, no later than one (1) hour before the end of the Warehouse's operating hours (Monday-Friday from 8:00 a.m. to 4:30 p.m.). Outside the specified operating hours of the Warehouse, the Goods may be collected from the Warehouse only by prior agreement of the Parties.
- 7.3. The Warehouseman shall fulfil his obligation to release the Goods from the Warehouse by preparing the Goods and their documentation on the loading dock of the Warehouse for acceptance by the Warehouseman or a third party designated by him.
- 7.4. The storage is duly terminated by the receipt of the Goods from the Warehouse by the Depositor or a third party designated by him and by signing the Delivery Note and the Bill of Lading or the Handover Protocol.
- 7.5. The Warehouseman is obliged to inform the Depositor in writing of the release of the Goods from the Warehouse by sending a Delivery Note and a Bill of Lading or a Handover Protocol.
- 7.6. If the Depositor fails to collect, even partially, the Goods after the end of the agreed Storage Period and/or after the Goods have been released from the Warehouse in accordance with the Depositor's instructions, the Depositor shall continue to pay the Price including all expenses to the Warehouseman in full until the date of collection of the Goods by the Depositor or disposal or sale of the Goods in accordance with these GTC.
- 7.7. If the Warehouseman fails to collect the stored Goods even within one (1) month after he was obliged to do so under the Contract or by law, the Warehouseman shall have the right to carry out a so-called self-help sale within the meaning of § 2428 CC. The Warehousekeeper is obliged to notify the Warehousekeeper in writing in advance of the intended sale and to give the Warehousekeeper an additional period of one (1) week to collect the Goods. If the uncollected Goods are sold, the Warehousekeeper shall pay the proceeds of the sale less its claims against the Depositor, including the costs of the sale, to the Depositor. The Depositor must claim the right to the proceeds of the sale from the Warehouseman no later than 3 months from the date of notification by the Warehouseman of the sale of the Goods, otherwise the Depositor's right to the proceeds shall expire. In the case of items of negligible value, unsaleable or perishable items, the Warehouseman shall be entitled to dispose of the Goods at the expense of the Warehouseman in accordance with the waste regulations, if the Warehouseman fails to collect them even within seven (7) days after being obliged to do so under the Contract or the law.

8. INSURANCE

- 8.1. The warehouse is insured under the Warehouseman's global insurance policy. The insurance policy includes natural disaster insurance of movable property.
- 8.2. The Depositor is obliged to have the Goods insured for an amount equal to the Value of the Goods before delivery to the Warehouse. The Warehousekeeper shall, at the request of the Depositor and at the Depositor's expense, arrange for insurance cover for the Goods stored by the Depositor as required by the Depositor and shall maintain, for the duration of the Contract, an insurance policy covering the Warehousekeeper's liability for damages caused to the Depositor covering the Value of the Goods. The Depositor agrees to pay the Warehouseman the Insurance Premium for the insurance.
- 8.3. The Warehouseman is obliged to inform the Depositor of the current Value of the Goods at regular intervals, but no later than every 3 months during the duration of the Warehousing, so that the Depositor can take the necessary measures to achieve insurance protection to the agreed extent.
- 8.4. The parties may agree (e.g. within the Price List) a different insurance regime for the Goods than that provided for in this Article 8 of the GTC.
- 8.5. In the event of a loss that is covered by insurance under this Article 8 of the GTC, the Depositor shall provide the Warehouseman and his insurance company with all assistance necessary to settle the relevant insurance claim. In particular, he is obliged to provide all the necessary documents for the investigation and liquidation of the insurance claim in a timely manner and to satisfy the requirements of the insurance company and third parties involved in the liquidation of the insurance claim (e.g. police of the Czech Republic, fire brigade, forensic experts, etc.).

9. WAREHOUSEKEEPER'S LIABILITY

- 9.1. The Warehousekeeper shall be liable for damages incurred by the Warehousekeeper in providing the Warehousing or other Services exclusively under the conditions set out in this Article 9 of the GTC.
- 9.2. The Warehouseman shall only be liable for damage to the Goods that occurred from the moment of receipt of the Goods into the Warehouse until the moment of their release from the Warehouse.
- 9.3. The warehouseman shall only be liable for actual damage, not for any indirect damage, loss of profit or consequential damages.
- 9.4. The warehouseman shall not be liable for any damage caused:
 - a) as a result of a breach of any obligation of the Depositor; and/or
 - b) by the depositor, owner of the Goods, recipient of the Goods, or other person entitled to dispose of the Goods; and/or
 - c) defect or inherent nature of the contents of the Goods, including normal wastage; and/or
 - d) a defect in the packaging or packing of the Goods; and/or
 - e) incorrect or inadequate marking of the Goods; and/or
 - f) improper instructions from the Depositor; and/or
 - g) as a result of erroneous, inaccurate, incomplete or otherwise defective documents, information or data provided by the Depositor; and/or
 - h) due to Force Majeure circumstances.
- 9.5. The Warehouseman shall not be liable for damage or destruction of pallets and returnable packaging resulting from any handling of the Goods.
- 9.6. If damage to the Goods occurs during Storage, the Warehouseman shall inform the Depositor without undue delay after discovering it. If the damage for which the Warehousekeeper is liable under the Contract is covered by insurance pursuant to Article 8.1 of the GTC, the Warehousekeeper shall fulfil all its obligations towards the Depositor by assigning its claims against the insurance company to the Depositor.
- 9.7. In the event that damage to the Goods occurs during Storage and the Warehouseman is obliged to compensate for such damage, the amount of compensation shall be determined on the basis of the Warehouse Prices of the Goods. The Parties expressly agree that the Warehouseman's total liability for damages under the Contract shall be limited to the amount corresponding to the Warehouse Prices of the Goods.
- 9.8. Upon termination of the Contract and/or if the Depositor fails to collect the Goods in time, the risk of any damage to the Goods shall pass to the Depositor.
- 9.9. Any limitation of the Warehouseman's liability for damages in these GTC as compared to the statutory regime shall not apply if the damage was caused by the Warehouseman intentionally or through gross negligence.

10. LIEN AND PLEDGE

- 10.1. The Warehouseman shall have a lien on the Goods stored under the Contract for as long as he may dispose of them to secure his claims against the Warehouseman arising (i) from the Contract under which the Goods in respect of which the Warehouseman has exercised a lien were stored, (ii) from all other Contracts concluded with the Warehouseman until the Warehouseman exercises a lien on the Goods, (iii) from all Framework Contracts concluded with the Warehouseman until the Warehouseman exercises its right of retention over the Goods (hereinafter referred to as the "**Right of Retention**").
- 10.2. The parties further agree that the Warehouseman shall have a lien on the Goods for as long as he may dispose of them to secure the Warehouseman's debts arising under the Contract and/or the Framework Agreement (hereinafter referred to as the "**Lien**"). Over and above the extent provided for by applicable law, the Lien shall serve to secure all claims of the Warehouseman under the various Contracts with the same Depositor for whom the Warehouseman procures the Warehousing and/or provides the Service.
- 10.3. In exercising the Lien, the Warehouseman shall proceed in accordance with § 1359 et seq. of the CC. The Warehouseman is not obliged to sell the Goods at public auction in accordance with § 1360 CC. The Warehouseman may, at his option, sell the Goods, provided that this does not contradict mandatory provisions of law, in particular:
- a) direct (private) sale of Goods to a third party pursuant to Article 10.8 of the GTC; and/or
 - b) the sale of the Goods in a public tender for the most advantageous offer in accordance with § 1772 et seq. of the CC; and/or
 - c) the sale of the Goods by auction in accordance with section 1771 of the CC using the services of a certified auctioneer, provided that the sale of the Goods must be published at least twice in a national daily newspaper at least 14 calendar days before the date of sale of the Goods; and/or
 - d) the sale of the Goods in a voluntary auction in accordance with the provisions of Section 17 et seq. of Act No. 26/2000 Coll., on Public Auctions, as amended; and/or
 - e) retaining the Goods at a price corresponding to the Value of the subject of the pledge as determined by an expert.

The Depositor hereby expressly and irrevocably declares that it accepts the methods of enforcement of the Lien pursuant to this paragraph and undertakes to reiterate its acceptance at any time if necessary.

- 10.4. The Warehouseman may monetize the Goods no sooner than thirty (30) days after the Warehouseman has notified the Depositor of the commencement of the exercise of the Lien. The Warehouseman shall be entitled to exercise the Lien in whole or in part at its discretion and to change the manner of exercising the Lien and to repeat the exercise of the Lien at any time.
- 10.5. In the event of the exercise of the Lien in the manner provided for in Article 10.3 (a) to (d) of the GTC, the Warehouseman is obliged to exercise due diligence in the sale in his own interest and in the interest of the Warehouseman so as to sell the Goods at the price at which a comparable item can normally be sold in comparable circumstances at the given place and time.
- 10.6. The Warehouseman is entitled to do everything necessary for the exercise of the Lien and the Depositor is obliged to provide him with all necessary cooperation. In order to determine the Value of the subject of the Pledge, the Warehouseman is entitled to have the Goods appraised at the expense of the Depositor by an expert registered in the list of experts, expert offices and expert institutes administered by the Ministry of Justice.
- 10.7. At the first attempt to monetize the Goods by any of the methods pursuant to Article 10.3 (b) to (d) of the GTC, the Goods must be monetized at a price equal to at least 80% of the Value of the subject of the pledge as determined in the appraisal of the expert. If the Goods are not sold at a price equal to at least 80% of the Value of the subject of the pledge as determined in the appraisal of the expert within 60 days from the commencement of the exercise of the Lien, the Warehouseman shall be entitled to monetize the Goods at a price lower than 80% of the Value of the subject of the pledge. In no event may the Goods be monetized if the price offered for their sale is less than 45% of the Value of the subject matter of the Pledge. Other terms and conditions of the best bid or voluntary auction must be set by the Warehouseman to enable the sale of the Goods at a price at which a comparable item can normally be sold in the relevant market, subject to the minimum price condition, unless the Warehouseman cannot be fairly required to do so. For the avoidance of doubt, for the purposes of the Voluntary Auction, the Warehouseman shall be entitled to sell the Goods or any part thereof and shall be the auctioneer for such purposes and shall also enter into the contract for the conduct of the auction with the Auctioneer.
- 10.8. The direct (private) sale of Goods pursuant to Article 10.3(a) of the GTC shall be governed by the following rules, which the Parties expressly agree to and compliance with which by the Warehouseman shall be deemed to be the exercise of professional care and due diligence in the interests of the Parties so that the Goods are sold at the price at which a comparable item can normally be sold under comparable circumstances at the place and time in question:

- a) The Warehouseman shall offer the Goods to at least two (2) prospective purchasers who may be expected to be interested in purchasing the Goods, unless, in view of the nature of the Goods, the Warehouseman cannot reasonably be required to comply with this condition;
 - b) The Warehouseman agrees to promptly provide the Warehouseman, upon the Warehouseman's request, with all documents and information concerning the Goods that the Warehouseman may reasonably request in order to provide them to prospective purchasers and to achieve the maximum bid price, provided, however, that the Warehouseman agrees that if, in the Warehouseman's sole opinion, the Warehouseman fails to provide all such documents and/or information within a reasonable time, the Warehouseman shall be entitled to offer the Goods to prospective purchasers on the basis of the documents and information that the Warehouseman has demonstrably provided to the Warehouseman;
 - c) Prospective purchasers of the Goods will have a period of at least 3 days to make a binding offer to purchase the Goods, including any period for studying information and documents relating to the Goods;
 - d) the Warehouseman will not accept an offer to purchase the Goods until after the expiration of the period which, under the CC, must elapse between the notice of commencement of the enforcement of the lien and the monetization of the Goods;
 - e) The Warehouseman will sell the Goods without any warranties or representations as to the Goods or as to any information given about them and excluding liability for defects in the Goods, and the Bidders will have no recourse against the Warehouseman in respect of any of the foregoing; and
 - f) The Warehouseman will not be obligated to consider offers that would expose it to any settlement risk or credit, tax, regulatory, business or other risk. In particular, the Warehouseman will be entitled to give preference, and to set the terms of the tender process so as to give preference, to (i) offers offering immediate payment in cash against delivery over offers offering other than cash consideration or other than immediate payment; (ii) offers structured to minimize the Warehouseman's tax burden over offers exposing the Warehouseman to tax costs or the risk of such costs; and (iii) unconditional offers over offers conditioned by legal, regulatory, administrative, commercial or other terms;
 - g) The Warehouseman is entitled to sell the Goods to a bidder at a price higher than 80% of the Value of the subject of the pledge. If the Goods are not sold at a price higher than 80% of the Pledge Value, the 6 months from the date of notification of the commencement of the exercise of the Lien to the Depositor, the Warehouseman is entitled to sell the Goods by direct sale only with the written consent of the Depositor;
 - h) The Warehouseman is entitled to delegate the execution of the Lien by private sale (or certain actions in connection therewith) to a third party knowledgeable about the market conditions in which assets of the same type as the Goods are traded.
- 10.9. The Warehousekeeper shall be entitled to enter into a contract for the transfer of the Goods (or any part thereof) on behalf of and for the account of the Warehousekeeper with a purchaser designated in relation to the relevant form of enforcement of the Lien in accordance with the other provisions of Article 10. GTC. The right of the Warehouseman under the preceding sentence shall also apply to all negotiations necessary for the sale of the Goods or part thereof under the agreed form of sale. The obligation establishing the right of the Warehouseman to conclude a contract for the transfer of the Goods (or part thereof) and to sell the Goods (or part thereof) in his own name and on behalf of the Warehouseman is not an obligation under a commission contract pursuant to § 2455 et seq. of the CC and cannot be unilaterally terminated by the Warehouseman.
- 10.10. The Warehouseman shall be entitled to satisfy himself by acquiring title to the Goods at a price corresponding to the Value of the Pledged Item, based on a written declaration by the Warehouseman delivered to the Depositor that he retains the Goods.
- 10.11. The total proceeds and monies received from the exercise of the Lien shall be applied to satisfy all debts of the Depositor to the Warehouseman secured by the Lien pursuant to this Article 10. GTC in the order of applicable law. Any proceeds remaining after satisfaction of all secured debts of the Depositor to the Warehouseman shall be delivered to the Depositor without undue delay.
- 10.12. The Warehouseman shall proceed with the exercise of the right of retention in accordance with the provisions of Section 1397 of the CC, with the proviso that the provisions of Art. 10.3 et seq. of the GTC.
- 10.13. When both rights (the Lien and the Lien) coincide, it is up to the Warehouseman which way to monetize the Goods.

11. PRICE AND PAYMENT TERMS

- 11.1 For the provision of Storage or Services, the Depositor is obliged to pay the agreed Price to the Warehouseman in due and timely manner. The Price shall be determined by agreement of the Parties, whereby the Price shall always include, in addition to the Storage Fee itself, all related expenses (e.g. insurance premiums, if the Warehouseman has secured insurance pursuant to Article 8.2 of the GTC, etc.), unless the Parties expressly agree otherwise.
- 11.2 If additional costs arise during the Storage which are not included in the Price, the Price shall be increased by such costs, i.e. all additional costs shall always be for the account and at the expense of the Depositor, which the Depositor understands and agrees. The Warehousekeeper shall inform the Depositor of such expenses within a reasonable period of time without undue delay after becoming aware of their occurrence and amount.
- 11.3 The price will be increased by value added tax in accordance with the applicable legislation.
- 11.4 The Warehousekeeper is entitled to issue an Invoice to the Warehousekeeper for the Warehousing and other Services rendered always in the aggregate for the immediately preceding calendar month. Each Invoice shall be accompanied by an indication of the extent of the Storage and other Services, if any, provided in the calendar month in question. The Warehouseman shall deliver the Invoice to the Warehouseman by email, to which the Warehouseman agrees. The Warehousekeeper agrees that the Warehousekeeper shall be entitled to issue Invoices including related credit notes/receipts in electronic form. Each Invoice so issued shall contain the particulars required by Act No. 235/2004 Coll., on Value Added Tax, as amended. The Warehousekeeper shall fulfil its obligation to issue and send the Invoice to the Depositor by sending it to the email address of the Depositor specified in the Contract and/or the Framework Agreement. The Parties agree that the Invoice is delivered on the date of its dispatch to the email address of the Warehousekeeper. The sending of the Invoice by post at the request of the Depositor shall be subject to a fee.
- 11.5 Payments for Storage and/or other Services provided shall be made by the Warehouseman on the basis of the invoice sent to the Warehouseman's account indicated on the Invoice. The due date for payment of the Price for the invoiced Storage and/or Services will always be indicated on the Invoice.
- 11.6 If the due date falls on a rest day, the due date shall be the day preceding that day. The Depositor is obliged to indicate the variable symbol indicated on the Invoice when making payments. The date of payment shall be the date on which the funds are credited to the Warehouseman's account.
- 11.7 In the event of the Depositor's delay in payment of the Price, the Warehouseman shall be entitled to demand from the Depositor interest on the delay in the amount determined by the applicable legislation and the Depositor shall also be obliged to pay the Warehouseman a contractual penalty of 0.1% of the amount due for each day of delay until full payment. The contractual penalty shall be payable within 14 days from the date of delivery of the written demand for payment to the Depositor. Payment of the contractual penalty shall not affect the right of the Warehousekeeper to compensation for damages in full.
- 11.8 During the period of the Depositor's default in payment of the Price, the Warehouseman shall also be entitled to refuse to accept or release any further Goods, pursuant to any Contract concluded with the Depositor, to and from the Warehouse until all debts of the Depositor to the Warehouseman have been settled. Such refusal to accept the Goods shall not constitute a breach of the Contract by the Warehouseman.

12. COMPLAINTS

- 12.1. The Depositor is obliged to make a claim for apparent defects in the Storage and/or the Service no later than upon collection of the Goods from the Warehouse. Claims for other defects must be made to the Warehouseman without undue delay, but no later than 30 days after the Goods have been collected from the Warehouse. If the Warehouseman fails to make a Claim in time, his rights arising from defects in the Warehousing and/or the Services shall be extinguished. The Claim must always be made in writing by email and/or registered letter delivered to the Warehouseman.
- 12.2. Only the Depositor is entitled to make a Complaint.
- 12.3. In particular, the following documents (if any, or if they should exist) must be attached to the Claim:
- Order, if also a Quotation relating to the claimed Storage and/or Services;
 - Bill of lading/delivery note;
 - a damage report, or documents showing the extent and financial quantification of the damage to the Goods;
 - in the event of partial loss or damage, proof of the gross weight/quantity/volume of the missing or damaged part of the Goods;
 - photographic documentation of the packaging of the shipment and the damaged Goods, including the date of acquisition, including the shipping packaging when handed over to / issued from the Warehouse.

- 12.4. If the Goods are found to be damaged, the Depositor is obliged to ensure that the packaging of the Goods is preserved. At the same time, the Depositor shall allow the Goods to be inspected by the Warehouseman and a representative of the Warehouseman's insurance company.
- 12.5. If the Depositor fails to submit the necessary materials proving the occurrence, extent and amount of damage, the Warehouseman will be requested to complete them within 5 days. During the period from the sending of the invitation to complete the Claim until the completion of the Claim, the time limit for processing the Claim shall not run. If the Warehouseman fails to complete an incomplete Claim within the aforementioned period of 5 days, the Warehouseman shall be entitled to reject the Claim.
- 12.6. The Warehouseman shall be obliged to settle the Complaint within 30 days from the date on which the Complaint was delivered to him. The settlement of the Complaint means the decision on the Complaint and sending the decision to the email address of the Warehouseman.

13. INVENTURA

- 13.1 If so agreed between the Parties, the Warehouseman is always obliged to carry out a documentary inventory of the stored Goods on the last day of the month. The Warehouseman shall send by e-mail a summary of the state of the stored Goods at the end of each month to the responsible person of the Warehouseman, who shall compare it with the state recorded internally by the Warehouseman and mutually agree on the inventory.
- 13.2 Physical inventory will be carried out at least once a year at a pre-agreed date. The inventory shall always take place at the end of the calendar year. The date of the inventory shall be communicated by the Warehouseman to the Depositor in writing at least 2 weeks in advance with an effort and mutual agreement of the date of the physical inventory by both Parties.
- 13.3 The physical inventory must be carried out in the presence of representatives of the Depositor. The warehousekeeper is obliged to inform the Depositor about the result of the inventory. The result of the inventory shall first be sent to the storer by e-mail. After approval, the signed and stamped original of the inventory report is delivered to the storer, who also confirms it.

14. DATA CHANGE AND COMMUNICATION

- 14.1 The Depositor shall promptly notify the Warehouseman in writing of any change to any information contained in the Contract and/or the Framework Contract. If it fails to do so, all costs associated with the correction of this fact (e.g. correction of Invoices, etc.) shall be borne by the Depositor.
- 14.2 The parties communicate with each other mainly by email, telephone or in person through the Warehouse's employees or the Warehouse's sales department, all under the conditions set out in Article 3.3 of these GTC.

15. TERMINATION OF THE CONTRACT

- 15.1. The Warehouseman is entitled to terminate the Agreement without notice by delivering a written notice to the Warehouseman in the following cases:
 - a) The Depositor is bankrupt or threatened with bankruptcy and/or insolvency proceedings have been initiated against the Depositor pursuant to Act No. 182/2006 Coll., Insolvency Act, as amended; or
 - b) the depositor enters into liquidation; or
 - c) The Depositor is in default in the payment of any debt due to the Depositor and the period of default has exceeded 15 days, or
 - d) The depositor becomes a person against whom the Czech Republic applies international sanctions pursuant to Act No. 69/2006 Coll., on the Implementation of International Sanctions, as amended;
 - e) any of the circumstances set out in Article 6.10 of these GTC;
 - f) The Depositor is in delay in collecting the Goods from the Warehouse for more than 3 days.
- 15.2. The Warehousekeeper is also entitled to terminate the Agreement at any time, even without giving any reason, by delivering a written notice to the Warehousekeeper. In such case, the notice period shall be 2 months and shall commence from the date of delivery of the written notice to the Warehouseman.
- 15.3. The Warehousekeeper may send the termination of the Agreement to the Depositor, in particular to the email address of the Depositor specified in the Agreement or the Framework Agreement and/or to the address of the Depositor's registered office and/or to the Depositor's data box.

- 15.4. No later than the date of termination of the Contract, the Depositor is obliged to collect all stored Goods from the Warehouseman. The Warehousekeeper is entitled to condition the release of the Goods on the payment of all its receivables from the Warehousekeeper, or to use the means of security pursuant to these GTC.
- 15.5. Termination of the Contract shall not affect the validity of the Warehouseman's right to payment of the Cancellation Fee, liquidated damages, and any other provisions which by their nature are intended to survive termination of the Contract.

16. CHANGE OF GTC

- 16.1. The Depositor acknowledges that the Warehouseman is entitled to unilaterally change these GTC to a reasonable extent. The Warehousekeeper shall notify the Depositor of any change to the GTC at least one (1) month prior to the proposed effective date of the relevant change by posting a notice in the Sales Department and in the Warehouse, on the Warehousekeeper's website and by sending the new version of the GTC to the Depositor's email address.
- 16.2. In the event that the Warehousekeeper does not agree with the change of the GTC and unless the Parties agree otherwise, the Warehousekeeper shall be entitled to reject the change of the GTC before the effective date of the respective change of the GTC and to terminate the Contract and/or the Framework Agreement by written notice made at the Warehousekeeper's sales department and warehouse, or delivered to the Warehousekeeper's mailbox or registered office address or to the Warehousekeeper's e-mail address specified in the Contract and/or the Framework Agreement. In such case, the Contract and/or the Framework Contract shall terminate on the last day of the current version of the GTC. If the Depositor does not reject a duly notified amendment to the GTC in accordance with this paragraph, the Depositor shall be deemed to have agreed to the relevant amendment to the GTC and the relevant amendment to the GTC shall be binding on the Depositor from its effective date.

17. OTHER AND FINAL PROVISIONS

- 17.1. The rights and obligations of the Parties arising from and/or related to the Contract shall be governed by the applicable laws of the Czech Republic, in particular the Civil Code, unless otherwise provided in these GTC.
- 17.2. If the relationship established by the Contract contains an international (foreign) element, the Parties agree that their relationship shall be governed by Czech law.
- 17.3. The parties agree to resolve any disputes or discrepancies arising out of or in connection with the Contract primarily through amicable resolution. Should the Parties fail to amicably resolve any such disputes or discrepancies within a reasonable period of time, the Parties shall agree on further action. Any such disputes or discrepancies arising out of or in connection with the Contract which are not resolved amicably by the Parties shall be determined by a court of competent jurisdiction in the Czech Republic with local jurisdiction according to the address of the Warehouseman's registered office.
- 17.4. All rights and claims of the Warehouseman against the Warehouseman arising from the Agreement, from its breach, or from the Warehouseman's unjust enrichment shall be time-barred within ten (10) years from the date on which the right could have been exercised by the Warehouseman for the first time. All rights or claims of the Warehousekeeper for breach of any obligation of the Warehousekeeper under the Contract and/or damages against the Warehousekeeper arising out of the Warehousing and/or the provision of other Services shall be time-barred within one (1) year from the date on which the claim arose.
- 17.5. The depositor assumes the risk of a change of circumstances pursuant to section 1765(2) CC.
- 17.6. The Warehouseman reserves the right, in the event of a conflict between its GTC and the Warehouseman's terms and conditions, to refuse to extend its obligations beyond those imposed by law, as well as to limit its rights beyond those guaranteed by law. The Warehousekeeper also does not accept any extension of its liability beyond that provided for by law, in particular it rejects any contractual penalty arrangements. Contractual penalty provisions to the detriment of the Warehouseman other than those contained in these GTC may only be agreed upon in an individual written Agreement pursuant to Article 3.2 a) of the GTC and/or in the Framework Agreement.
- 17.7. The parties undertake to maintain confidentiality of the terms of the Contract and the negotiations related thereto (confidential information within the meaning of Section 1730(2) of the Civil Code), i.e. not to disclose or allow its disclosure to any third party without the prior written consent of the other Party, with the exception of (i) their advisors bound by confidentiality obligations to the same extent as the Parties, (ii) public authorities if the Parties are obliged under generally binding regulations to provide them with such information, or (iii) information which is or becomes publicly available otherwise than by breach of the Contract. The obligation of confidentiality shall survive notwithstanding termination of the Contract.

In the event of a breach of this obligation, the Depositor is obliged to pay the Warehouseman a contractual penalty of CZK 50,000 for each individual breach of this obligation. The contractual penalty shall be payable within 14 days from the date of delivery of a written demand for its payment to the Depositor. Any claim for full compensation for damages shall not be affected.

- 17.8. The Party invoking Force Majeure shall notify the other Party in writing of its occurrence and termination within 2 calendar days at the latest. The time limits for the fulfilment of obligations under the Contract which cannot be fulfilled properly and on time as a result of Force Majeure shall be automatically extended by the duration of the Force Majeure. If the Force Majeure event continues for more than 30 days, either Party shall be entitled to withdraw from the Contract. The Depositor shall reimburse the Warehouseman for all costs incurred by the Warehouseman in connection with the Contract which has been withdrawn from pursuant to this paragraph.
- 17.9. Notices and documents under the Contract shall be delivered in person, by a postal or courier service provider to the registered office address or e-mail address of the Parties specified in the Contract. Unless a different date of delivery is proved, together with proof of proper delivery to the addressee, the mail shall be deemed to have been delivered as follows:
- a) the shipment is delivered personally on the date of personal delivery,
 - b) the parcel is delivered via a postal service provider or courier service on the third working day after dispatch to an address in the Czech Republic or on the fifteenth working day after dispatch to an address abroad,
 - c) the parcel is not delivered due to the addressee's deliberate failure to deliver on the fourth working day after dispatch.
- 17.10. Failure to assert any claims under the Contract against the Depositor shall not constitute a waiver of rights by the Depositor.
- 17.11. These Terms and Conditions regulate the relations between entrepreneurs, are publicly available online on the Supplier's website (www.lorenc-logistic.cz) and everyone has the opportunity to get acquainted with them. In printed form, these Conditions are available at the Warehouse's registered office. Na výklad těchto Podmínek a vztahy ze Smlouvy se nepoužijí následující ustanovení OZ: §556 odst. 2, §§ 1793 až 1795, §§ 1798 až 1801, § 1959 písm. e), § 1971, § 1980.
- 17.12. The unenforceability or invalidity of any provision of the Contract, the Framework Agreement and/or these Terms and Conditions shall not affect the enforceability and validity of the other provisions unless the nature or content of such provision implies that it cannot be severed from the other provisions.
- 17.13. Annex 1 Description of Services is a part of these Terms and Conditions.
- 17.14. These GTC are valid and effective as of 18.10.2024 and shall apply to all Contracts and/or Framework Contracts as of that date.