

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF STORAGE SERVICES BY LORENC LOGISTIC, S.R.O.**1. DEFINITIONS**

1.1. The terms listed below have the meanings specified in this paragraph 1.1 in these Terms and Conditions (as defined below) and in the Contract (as defined below) to which the Warehouse Operator is a party, 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 amended, binding on the Czech Republic;
"ADR"	means the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 1957, as amended, binding on the Czech Republic;
"Price"	means the total price for Storage or other Services provided under the Contract, including in particular Storage Fees, Insurance Premiums, if the Storage Provider has arranged individual insurance for the Goods in accordance with Article 8.2 of the GTC, and any other related expenses incurred by the Depositor;
"Price List"	means an overview of the prices for Storage and Services agreed between the Storage Provider and the Depositor, which is an annex to the Contract and/or the Framework Contract;
"Price Offer"	means an offer to conclude a Contract within the meaning of Section 1731 of the Civil Code made by the Storage Provider to the Depositor on the basis of the Depositor's Request;
"Invoice"	means a tax document complying with the relevant tax and accounting legislation of the Czech Republic;
"Value of Goods"	means the usual price of the Goods determined by the Depositor for the purposes of insuring the Goods during Storage, which the Depositor has notified to the Storage Provider in accordance with these GTC;
"Value of the Collateral"	means the usual price of the Goods for the realisation of the Lien and/or Retention Right based on an expert opinion prepared by an expert selected by the Storage Provider 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 the International Air Transport Association (IATA) setting out the conditions for the transport of dangerous substances by air;
"ICAO"	means the Convention on International Civil Aviation (ICAO) of 1947, as amended, binding on the Czech Republic;
"IMDG"	means the International Maritime Dangerous Goods Code (IMDG) of 1965, as amended, binding on the Czech Republic;
"Consignment note"	means a consignment note within the meaning of Article 6 of the CMR Convention, which relates to specific Goods;
"Storage"	means the activity of the Warehouse Operator consisting in checking the Goods taken over to the extent agreed with the

Depositor and subsequently storing these 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 "GTC"		means these General Terms and Conditions for the provision of storage services by Lorenc Logistic, s.r.o.;
"Insurance Premium"		means the Storage Provider's remuneration for providing individual insurance for the Goods in accordance with Article 8.2 of the GTC; the amount of which is agreed in the Price List;
"Enquiry"		means a request by the Depositor expressing interest in the provision of Storage and, where applicable, other Services; the Request does not constitute an offer to conclude a Contract within the meaning of Section 1731 of the Civil Code;
"Handover Protocol"		means a written protocol issued by the Storage Provider on the acceptance of Goods into the Warehouse and/or the release of Goods from the Warehouse;
"Receipt"		means a written confirmation of the Goods being placed in the Warehouse issued by the Warehouse Operator;
"Framework Agreement"		means the Framework Agreement concluded between the Storage Provider as the entity providing Storage or other Services and the Depositor as the customer of the Storage or other Services in question, 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;
"Complaint"		means the assertion of the Depositor's rights arising from defects in Storage and/or Services;
"RID"		means the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), which is Appendix C to the Convention concerning International Carriage by Rail (COTIF) of 1980, as amended, binding on the Czech Republic;
"Warehouse"		means the specific premises of the Warehouse Operator designated for the Storage of Goods or the provision of Services under a specific Contract;
"Storage Fee"		means the Storage Provider's remuneration for the provision of Storage and, where applicable, other Services under the Contract;
"Storage"		means the activity of the Warehouse Operator consisting in the acceptance of Goods from the Depositor (or a third party), their Storage, safekeeping and subsequent release from the Warehouse;
"Warehouse Operator"		means Lorenc Logistic, s.r.o., ID No. 648 32 660, with its registered office at Klatovy IV, Za Tratí 752, Postal Code 33901, registered in the Commercial Register maintained by the Regional Court in Plzeň, File No. C 7427;
"Warehouse Goods"	Price of	means, in the case of purchased Goods, the "acquisition price" within the meaning of 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 connected with Storage by the Storage Provider for the Depositor on the basis

of the Contract, as specified in more detail in the description of services attached to these GTC;

“Contract”	means any individual contract for storage within the meaning of Section 2415 of the Civil Code, or for the provision of Services, concluded between the Storage Provider and the Depositor, whether on the basis of a Framework Agreement (by delivery of an Order) and/or on the basis of acceptance of a Price Offer;
“Cancellation”	means a written legal act by which the Depositor may unilaterally cancel the Contract or Order (if it has been delivered to the Storage Provider and the Contract has not yet been concluded) under the conditions specified in Article 4 of the GTC;
“Cancellation Fee”	means a fee that the Depositor is obliged to pay to the Storage Operator if they apply Cancellation, the conditions and amount of which are specified in the Price List;
“Parties”	means jointly the Warehouse Operator and the Depositor;
“Depositor”	means an entrepreneur (a natural person or legal entity engaged in business) who concludes a Contract and/or Framework Agreement with the Depositor and, within the framework of the performance of the Contract, acts as a depositor within the meaning of Section 2415 of the Civil Code;
“CMR Convention”	means the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 1956, as amended, binding for the Czech Republic;
“Delivery Note”	means a written confirmation of the release of Goods from the Warehouse issued by the Warehouse Operator;
“Force Majeure”	means extraordinary, unforeseeable and insurmountable obstacles arising independently of the will of the Party invoking them, temporarily or permanently preventing the fulfilment of its obligations under the Contract, which arose after the conclusion of the Contract and cannot be overcome by the Party invoking them, such as pandemics, natural disasters, strikes, wars, mobilisation, uprisings, extremely adverse weather conditions, etc.;
“Right of retention”	means the Storage Provider's right of retention to the Goods pursuant to Article 10.1 of the GTC;
“Lien”	means the Warehouse Operator's contractual lien on the Goods pursuant to Article 10.2 et seq. of the GTC;
“Accounting Act”	means Act No. 563/1991 Coll., on Accounting, as amended;
“Goods”	means an item or items to be taken over by the Storage Provider for Storage or the provision of Services in accordance with the Contract.

1.2. The interpretation of these GTC is governed by the following rules:

- 1.2.1. References to "articles" shall be interpreted as references to the relevant articles of these GTC.
- 1.2.2. References to "legal regulation" or "relevant legal regulation" shall be interpreted 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" (regardless of whether this wording is expressly stated or not) and cannot be interpreted as limiting the possibilities exclusively 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. Headings are used in these GTC solely 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 Agreement between themselves within the scope of their business activities.

2. INTRODUCTORY PROVISIONS

- 2.1. These GTC govern the legal relations between the Storage Provider and the Depositor established by the Agreement and/or the Framework Agreement. Any deviating provisions of the Agreement and/or the Framework Agreement shall take precedence over the wording of these GTC.
- 2.2. These GTC are an integral part of every concluded Contract and Framework Agreement. These GTC are available at the sales department, in the Warehouse and on the Warehouse Operator's website, and are also attached by the Warehouse Operator to every Price Offer and every Framework Agreement in the form of an appendix. The Depositor expresses their agreement with these GTC by accepting the Price Quotation (by sending an Order that is in accordance with the Price Quotation to the Depository) or by signing the Framework Agreement. By agreeing to the GTC, the Depositor confirms that they have carefully read the GTC before concluding the Contract and/or Framework Agreement, that they understand their content and that they expressly accept all their provisions.
- 2.3. For the purposes of performing the Contract, the Parties expressly agree that any business practices relating to the performance of the Contract shall not take precedence over the Contract, the provisions of these GTC, or the provisions of the law.

3. CONCLUSION OF CONTRACTS

- 3.1. The Framework Agreement must always be concluded in writing, with the handwritten signatures of the authorised representatives of the Parties on a hard copy of the Framework Agreement. Any verbal agreement between the Parties does not constitute the conclusion of the Framework Agreement.
- 3.2. The Contract may be concluded:
- a) by the handwritten signatures of the authorised representatives of the Parties on a hard copy of the Contract, whereby the signatures of the Parties on the same document 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 substantially change the terms of the Price Offer, does not constitute acceptance of the Price Offer, but a new proposal to conclude the Agreement; or
 - c) in the case of (partial) Contracts concluded on the basis of the Framework Contract, by delivery of a written Order in accordance with the terms and conditions of the Framework Contract, whereby if the Order is not in accordance with the terms and conditions of the Framework Contract, the (partial) Contract will not be concluded.
- 3.3. The Parties confirm that, within the framework of concluding the Contract (e.g. sending a Price Offer or Order), as well as during the performance of the Contract itself (e.g. sending instructions from the Depositor for the release of Goods from the Warehouse), communication between the Parties via e-mail shall also be considered as written form, in particular with regard to ensuring the smooth performance of the Parties' obligations under the Contract. Any communication between the Parties concerning the performance of the Contract in a form other than in writing, i.e. by electronic means via e-mail or electronic data interchange (EDI), carried out between the authorised representatives of the Parties, must be confirmed in this manner on the date of receipt, unless otherwise specified in these GTC. Failure to comply with the prescribed form shall result in the invalidity of the agreement in question.
- 3.4. The Depositor is obliged to deliver the Order to the Depository at least 24 hours before the required date of delivery of the Goods to the Warehouse. Unless otherwise agreed between the Parties, the Depositor is obliged to provide the Depository with at least the following information as part of the Order:
- a) identification of the Depositor (company/business name, ID number, registered office, VAT number, if assigned, billing address, if different from the registered office address, person responsible for communication on behalf of the Depositor),
 - b) specification of the Goods, specifically:

- (i) designation of the Goods (type, trade name, identification code, batch number, generally recognised designation for dangerous Goods, etc., if the relevant designation has been assigned to the Goods),
 - (ii) quantity of Goods (number of items/pallets of Goods),
 - (iii) weight, dimensions/volume of the Goods, and
 - (iv) method of packaging of the Goods (on pallets or in another manner),
- c) specification of individual Services, if required,
 - d) the required date and, if applicable, time of delivery of the Goods to the Warehouse, the carrier's registration number,
 - e) storage period, if storage for a fixed period is required,
 - f) identification of the person authorised by the Depositor to release/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 Warehouse Operator,
 - 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. If the Parties have concluded a Framework Agreement, a partial Agreement is concluded upon delivery of the Order, which is in accordance with the terms and conditions of the Framework Agreement, to the Storage Provider.
- 3.6. If the Parties have not concluded a Framework Agreement, the Storage Provider shall evaluate and review the Request upon receipt and, if necessary, request that the Depositor supplement it. If the requested Storage, including any additional Services, is possible, the Storage Provider is entitled to send the Depositor a Price Offer within 1 day of receiving the Request, which is considered an offer to conclude a Contract pursuant to Section 1731 of the Civil Code. The Contract is concluded upon delivery of the Order, which is in accordance with the Price Offer, to the Storage Provider, or upon actual delivery of the Goods to the Warehouse in accordance with the Price Offer.

4. CANCELLATION

- 4.1. Until the Goods are delivered to the Warehouse, the Depositor may cancel (rescind) the Contract and/or the Order (if it has been delivered to the Storage Provider but the Contract has not yet been concluded) by delivering a written Cancellation to the Storage Provider.
- 4.2. If the Depositor delivers the Cancellation to the Storage Provider at least 3 days before the requested date of delivery of the Goods to the Storage Facility, the Contract or Order shall be cancelled without further notice. If the Depositor delivers the Cancellation later, they shall be obliged to pay the Storage Provider a Cancellation Fee, the conditions and amount of which are specified in the Price List.

5. STORAGE

- 5.1. Under the Contract, the Storage Provider is obliged to take over the Goods from the Depositor or a person authorised by the Depositor, to store the Goods, to take care of them for the agreed period and, in accordance with the Depositor's instructions, to release them from the Warehouse or, where applicable, to provide the agreed Services. The Depositor is obliged to pay the agreed Price to the Storage Provider for this.
- 5.2. The Storage Provider is obliged to perform Storage, as well as other Services, with professional care and to follow the instructions of the Depositor. However, the Storage Provider is not bound by instructions regarding the specific location or handling of the Goods in the Warehouse, nor by instructions that are clearly inappropriate, the inappropriateness of which has been pointed out by the Depositor.
- 5.3. The Depositor undertakes to ensure that the stored Goods have no legal defects.
- 5.4. The Storage of Goods is agreed for an indefinite period, unless otherwise agreed in the Contract.
- 5.5. The Depositor is obliged to provide the Storage Provider with all cooperation necessary for the performance of Storage or Services. In particular, the Depositor is obliged to provide the Storage Provider with all necessary documents, information and instructions in writing (including all relevant

data specified in Article 3.4 of the GTC) and to ensure the cooperation of persons who deliver or collect the Goods for the Depositor.

- 5.6. The Storage Provider is obliged to keep proper records of all Goods received.
- 5.7. The Depositor or a person authorised by the Depositor may only move around the Warehouse premises after prior agreement with the Storage Provider and in the presence of designated Storage Provider employees. When moving around the Warehouse premises, the Depositor or a person authorised by the Depositor is obliged to follow the Storage Provider's instructions and the Warehouse's operating rules.
- 5.8. In the event of a shortage of free storage space in the Warehouse or other operational reasons, the Warehouse Operator is entitled, after agreement with the Depositor, to store the accepted Goods in other suitable premises.
- 5.9. The Warehouse Operator is entitled, but not obliged, to randomly check the content and nature of the stored Goods in order to verify the information provided by the Depositor or for the purpose of providing proper Storage and/or Services. The Storage Provider is also entitled to check the contents of the Goods if it has reasonable suspicion that the stored Goods contain items excluded from Storage pursuant to Article 6.7 of the GTC or dangerous items without complying with the conditions pursuant to ADR or other generally binding regulations, or if the packaging of the Goods is damaged, the contents of the Goods are leaking, smell bad or are damaged. For the purpose of inspecting the Goods, the Storage Provider is entitled to open or remove the packaging of the Goods and individual items contained therein and then reseal it. If the Storage Provider finds that the condition of the Goods jeopardises or prevents Storage or the provision of the selected Service, it shall inform the Depositor thereof. At the same time, the Storage Provider is entitled to take the necessary measures to prevent or minimise damage. The costs of taking such measures, as well as any compensation for damage, shall be borne by the Depositor.
- 5.10. The Storage Provider is entitled to arrange for the disposal of the Goods on the basis of an agreement with the Depositor or if it finds that the Goods are, or may become after acceptance for Storage, a threat to the health or property of persons. The Depositor is obliged to reimburse the Storage Provider for the full costs of disposal of the Goods, as well as to compensate for any damage incurred by the Storage Provider 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, Goods may only be delivered to the Warehouse by prior agreement between the Parties.
- 6.2. Before being delivered to the Warehouse, the Goods must be properly labelled and, where applicable, also provided with information on the nature of the Goods and their hazardousness in accordance with the relevant legal regulations. If the Goods are not properly labelled, the Warehouse Operator is entitled, but not obliged, to remedy the deficiencies in the labelling of the Goods at the Depositor's expense.
- 6.3. In all cases, the Depositor is obliged to hand over to the Warehouse Operator a duly and completely filled in Consignment Note for the Goods, or to provide the Warehouse Operator with all the information and instructions for its proper completion, always on behalf of and for the account of the Depositor. The Depositor or a third party authorised by the Depositor, e.g. the Carrier, shall be solely responsible for any incorrect, erroneous or incomplete completion of the Consignment Note in accordance with the Depositor's instructions. If the Goods are not accompanied by a Consignment Note upon receipt at the Warehouse, the Warehouse Operator shall issue a Handover Protocol for the receipt of the Goods.
- 6.4. Upon receipt of the Goods, the Warehouse Operator shall visually inspect the integrity of the packaging, the conformity of the number of items of the delivered Goods with the Consignment Note, as well as the packaging and labelling of the Goods, unless the Parties agree otherwise.
- 6.5. If, during inspection of the Goods, the Warehouse Operator discovers obvious defects in the number of items or the integrity of the packaging of the Goods, obvious damage to the Goods and/or a discrepancy between the Consignment Note and the condition actually found upon receipt of the Goods, the Warehouse Operator is obliged to record this fact (make a reservation) in the Consignment Note or the Handover Protocol and inform the Depositor in writing. In the event of obvious damage to

the Goods, the Warehouse Operator shall also draw up a damage report and take photographs, which it shall send to the Depositor. At the same time, it shall request instructions from the Depositor regarding the further handling of the damaged Goods.

- 6.6. The Goods shall be handed over to the Warehouse at the moment of signing the Consignment Note or the Handover Protocol by the Warehouse after the Goods have been completely unloaded onto the loading ramp of the Warehouse and inspected in accordance with these GTC.
- 6.7. The Warehouse Operator is obliged to inform the Depositor in writing of the acceptance of the Goods into the Warehouse by sending the Consignment Note or the Handover Protocol. The Warehouse Operator is then obliged to store and record the received Goods. Unless otherwise agreed, the Warehouse Operator shall inform the Depositor of the storage of the Goods by sending a Receipt.
- 6.8. The Storage Provider shall not accept the following Goods for Storage:
 - a) medical supplies (blood samples, derivatives, infectious material),
 - b) live animals, spontaneously decomposing substances human and animal remains,
 - c) waste, infectious material,
 - d) narcotic and psychotropic substances,
 - e) self-igniting liquids,
 - f) self-heating substances and mixtures,
 - g) temperature-controlled organic peroxides,
 - h) other items and substances which, due to their nature, require special storage conditions in accordance with applicable regulations, such as loose substrates, fresh food, etc.,
 - i) explosive and radioactive substances subject to ADR classes 1 and 7, for example: explosives, weapons and ammunition, fireworks, radioactive substances (including research equipment) ;
 - j) any other items and substances, if communicated to the Depositor prior to the conclusion of the Contract.

The Storage Provider shall also not accept for Storage any Goods that are obviously damaged, inadequately labelled or packaged, or have obviously damaged packaging for transport and Storage.

- 6.9. Upon prior agreement, the Storage Provider may also accept for storage dangerous Goods subject to the ADR Agreement [with the exception of those specified in Section 6.8(i) of the GTC], or other Goods containing dangerous materials. subject to the storage conditions of Lorenc Logistic or whose transport is restricted (as these terms are defined in relevant international conventions such as RID, ADN, IATA – DGR, ICAO, IMDG), provided that the conditions arising from these agreements are reasonably complied with for storage. In such a case, the Depositor shall provide the Storage Provider with a safety data sheet for the Goods in advance and shall communicate the UN number, official name, including class and packaging group (if specified), packaging design type and quantity/number of pieces, and shall hand over all necessary and duly completed documents and labelled Goods.
- 6.10. The Storage Provider is also entitled to refuse to accept the Goods into the Warehouse if:
 - a) The Goods or individual items contained therein do not correspond to the information provided by the Depositor prior to the conclusion of the Contract;
 - b) the Goods or individual items contained therein are of the nature specified in Article 6.8 of the GTC and the Storage Provider has expressly disagreed to their Storage;
 - c) the provision of Storage and/or Services could be in conflict with legal regulations (including international treaties);
 - d) the Goods include damaged or used items and the Depositor did not inform the Depositor of this fact prior to handing over the Goods or did not ensure sufficient security for such items and documentation of their condition at the time of delivery to the Warehouse;
 - e) the Goods or individual items therein are not accompanied by the relevant customs declarations and/or other transport documents in accordance with the Contract.

7. RELEASE OF GOODS FROM THE WAREHOUSE

- 7.1. The Warehouse Operator shall release the Goods from the Warehouse on the basis of a written instruction from the Depositor to release the Goods, which the Depositor is obliged to deliver to the

Warehouse Operator 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 a recipient designated by the Depositor (e.g. a 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, Goods may only be collected from the Warehouse by prior agreement between the Parties.
- 7.3. The Storage Provider shall fulfil its obligation to release the Goods from the Warehouse by preparing the Goods and their documentation on the loading ramp of the Warehouse for collection by the Depositor or a third party designated by the Depositor.
- 7.4. Storage is duly terminated by the collection of the Goods from the Warehouse by the Depositor or a third party designated by the Depositor and by the signing of the Delivery Note and Consignment Note or, where applicable, the Handover Protocol.
- 7.5. The Warehouse Operator is obliged to inform the Depositor in writing about the release of Goods from the Warehouse by sending a Delivery Note and Waybill, or a Transfer Protocol, as applicable.
- 7.6. If the Depositor fails to collect the Goods, even in part, 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 be obliged to continue to pay the Price, including all expenses, in full to the Warehouse Operator 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 Depositor fails to collect the stored Goods within one (1) month after being obliged to do so under the Contract or the law, the Warehouse Operator shall be entitled to carry out a so-called self-help sale within the meaning of Section 2428 of the Civil Code. The Depositor is obliged to notify the Depositor in advance in writing of the intended sale and to grant him an additional period of one (1) week to collect the Goods. If the uncollected Goods are sold, the Storage Provider shall pay the proceeds of the sale to the Depositor after deducting its claims against the Depositor, including the costs of the sale. The Depositor must exercise their right to the proceeds of the sale with the Storage Provider no later than 3 months from the date on which they were notified by the Storage Provider 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 items or items subject to rapid deterioration, the Storage Provider is entitled to dispose of the Goods at the Depositor's expense in accordance with waste regulations if the Depositor does not collect them within seven (7) days after being obliged to do so under the Contract or by law.

8. INSURANCE

- 8.1. The Warehouse is insured under the Depositor's global insurance policy. The insurance contract includes natural disaster insurance for movable property.
- 8.2. The Depositor is obliged to insure the Goods before handing them over to the Warehouse for an amount corresponding to the Value of the Goods. At the request of the Depositor and at their expense, the Storage Provider shall arrange insurance coverage for the Goods stored by the Depositor in accordance with the Depositor's requirements and shall maintain insurance for the duration of the Contract covering the Storage Provider's liability for damage caused to the Depositor, covering the Value of the Goods. The Depositor undertakes to pay the Storage Provider the Insurance Premium for arranging the insurance.
- 8.3. The Depositor shall be obliged to inform the Storage Provider of the current Value of the Goods at regular intervals, but no less frequently than every 3 months of Storage, so that the Storage Provider can take the necessary measures to obtain insurance coverage to the agreed extent.
- 8.4. The Parties may agree (e.g. within the Price List) on a different insurance regime for the Goods than that provided for in this Article 8 of the GTC.
- 8.5. In the event of damage covered by insurance under this Article 8 of the GTC, the Depositor is obliged to provide the Storage Operator and its insurance company with all the cooperation necessary to settle the relevant insurance claim. In particular, the Depositor is obliged to provide all necessary documents for the investigation and settlement of the insurance claim in a timely manner and to satisfy the requirements of the insurance company and third parties involved in the settlement of the insurance claim (e.g. the Czech Police, fire brigade, court experts, etc.).

9. LIABILITY OF THE STORAGE PROVIDER

- 9.1. The Storage Provider shall be liable for damage incurred by the Depositor in the provision of Storage or other Services, exclusively under the conditions set out in this Article 9 of the GTC.
- 9.2. The Storage Provider shall only be liable for damage to the Goods incurred from the moment the Goods are taken into the Warehouse until the moment they are released from the Warehouse.
- 9.3. The Storage Provider shall only be liable for actual damage, not for any indirect damage, lost profits or consequential damages.
- 9.4. The Storage Provider shall not be liable for damage caused:
 - a) as a result of a breach of any obligation by the Depositor; and/or
 - b) the Depositor, the owner of the Goods, the recipient of the Goods, or any other person authorised to dispose of the Goods; and/or
 - c) a defect or natural nature of the contents of the Goods, including normal wear and tear; and/or
 - d) a defect in the packaging or wrapping of the Goods; and/or
 - e) incorrect or insufficient labelling of the Goods; and/or
 - f) inappropriate instructions from the Depositor; and/or
 - g) as a result of incorrect, inaccurate, incomplete or otherwise defective documents, information or data provided by the Depositor; and/or
 - h) as a result of circumstances of force majeure.
- 9.5. The Storage Provider shall not be liable for damage to or destruction of pallets and returnable packaging caused by any handling of the Goods.
- 9.6. If damage to the Goods occurs during Storage, the Storage Provider shall inform the Depositor without undue delay after its discovery. If the damage for which the Storage Provider is liable under the Contract is covered by insurance pursuant to Article 8.1 of the GTC, the Storage Provider 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 occurs to the Goods during Storage and the Storage Provider is obliged to compensate for such damage, the amount of compensation shall be determined on the basis of the Storage Prices of the Goods. The Parties expressly agree that the total liability of the Storage Provider for damage under the Agreement is limited to an amount corresponding to the Storage Prices of the Goods.
- 9.8. Upon termination of the Agreement and/or if the Depositor fails to collect the Goods in a timely manner, the risk of any damage to the Goods shall pass to the Depositor.
- 9.9. Any limitation of the Storage Provider's liability for damage in these GTC compared to the statutory regime shall not apply if the damage was caused by the Storage Provider intentionally or through gross negligence.

10. RIGHT OF RETENTION AND LIEN

- 10.1. The Storage Provider shall have a right of retention to the Goods stored under the Agreement, as long as it can dispose of them, in order to secure its claims against the Depositor arising (i) from the Agreement under which the Goods to which the Storage Provider asserts its right of retention were stored, (ii) all other Contracts concluded with the Depositor until the moment of exercising the right of retention to the Goods by the Storage Provider, (iii) all Framework Contracts concluded with the Depositor until the moment of exercising the right of retention to the Goods by the Storage Provider (hereinafter referred to as the "**Right of Retention**").
- 10.2. The Parties further agree that the Storage Provider shall have a lien on the Goods, as long as it can dispose of them, to secure the Depositor's debts arising from the Contract and/or the Framework Agreement (hereinafter referred to as **the "Lien"**). Beyond the scope specified by the relevant legal regulations, the Lien serves to secure all claims of the Storage Provider arising from various Contracts with the same Depositor for whom the Storage Provider provides Storage and/or Services.
- 10.3. When exercising the Lien, the Storage Provider shall proceed in accordance with the provisions of Section 1359 et seq. of the Civil Code. The Storage Provider is not obliged to sell the Goods at a public auction within the meaning of Section 1360 of the Civil Code. The Storage Provider may, at its

discretion, sell the Goods, provided that this does not conflict with any mandatory provisions of law, in particular:

- a) direct (private) sale of the Goods to a third party in accordance with Article 10.8 f the GTC; and/or
- b) sale of the Goods in a public tender for the most suitable offer in accordance with Section 1772 et seq. of the Civil Code; and/or
- c) sale of Goods at auction in accordance with Section 1771 of the Civil Code using the services of a certified auctioneer, provided that the sale of Goods must be published at least twice in a national daily newspaper at least 14 calendar days prior to the date of sale of the Goods; and/or
- d) 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 pledged item as determined by an expert.

The Depositor hereby expressly and irrevocably declares that it acknowledges the methods of exercising the Lien under this paragraph and undertakes to repeat its consent at any time if necessary.

- 10.4. The Depository may realise the Goods at the earliest thirty (30) days after the Depository has notified the Depositor of the commencement of the exercise of the Lien. The Depository is entitled to exercise the Lien at its discretion in whole or in part and to change the manner of exercising the Lien at any time and to repeat the exercise of the Lien.
- 10.5. In the event of the exercise of the Lien in accordance with Article 10.3 (a) tod) of the GTC, the Storage Provider is obliged to proceed with professional care in its own interest and in the interest of the Depositor so that the Goods are sold at a price at which a comparable item can usually be sold under comparable circumstances at a given place and time.
- 10.6. The Storage Provider is entitled to do everything necessary to exercise the Lien, and the Depositor is obliged to provide all necessary cooperation. For the purpose of determining the Value of the pledged item, the Storage Provider is entitled to have the Goods valued at the Depositor's expense by an expert registered in the list of experts, expert offices and expert institutes administered by the Ministry of Justice.
- 10.7. When attempting to sell the Goods for the first time using one of the methods specified in Article 10.3 (b) tod) of the GTC, the Goods must be sold for a price equal to at least 80% of the Value of the Collateral as determined by the expert appraisal. If the Goods are not sold at a price equal to at least 80% of the Value of the Collateral determined in the expert's appraisal within 60 days of the commencement of the exercise of the Lien, the Storage Provider is entitled to sell the Goods at a price lower than 80% of the Value of the Collateral. Under no circumstances may the Goods be sold if the offered sale price is less than 45% of the Value of the Collateral. Further conditions of the public tender for the most suitable offer or voluntary auction must be set by the Storage Provider in such a way as to enable the sale of the Goods at a price at which a comparable item can usually be sold on the relevant market, subject to the minimum price condition, unless this cannot be reasonably required of the Storage Provider. For the avoidance of doubt, for the purposes of a voluntary auction, the Storage Provider shall be entitled to sell the Goods or part thereof and shall be the proposer of the auction for these purposes, who shall also conclude an auction agreement with the auctioneer.
- 10.8. Direct (private) sale of Goods pursuant to Article 10.3a) The GTC shall be governed by the following rules, which the Parties expressly agree to and whose observance by the Storage Provider shall be considered to be the exercise of professional care and action in the interests of the Parties so that the Goods are sold at a price at which a comparable item can usually be sold under comparable circumstances at a given place and time:
 - a) The Storage Provider shall offer the Goods to at least two (2) potential buyers who can be expected to be interested in purchasing the Goods, unless, given the nature of the Goods, fulfilment of this condition cannot reasonably be required of the Storage Provider;
 - b) The Depositor undertakes to immediately provide the Storage Provider, at its request, with all documents and information about the Goods that the Storage Provider may reasonably require in order to provide them to prospective buyers and achieve the maximum offered price, however, the Depositor agrees that if, in the sole opinion of the Storage Provider, it fails to provide all such documents and/or information within a reasonable period of time, the Storage Provider shall be entitled to offer the Goods to interested parties on the basis of the documents and information that the Depositor has demonstrably submitted to it;

- c) prospective buyers of the Goods shall have a period of at least 3 days to make a binding offer to purchase the Goods, including any period specified for studying the information and documents relating to the Goods;
 - d) the offer to purchase the Goods shall not be accepted by the Storage Provider until the expiry of the period which, according to the Civil Code, must elapse between the notification of the commencement of the exercise of the lien and the realisation of the Goods;
 - e) The Storage Provider shall sell the Goods without any warranties or representations regarding the Goods or any information provided about them, and with the exclusion of liability for defects in the Goods, and the bidders shall have no recourse against the Storage Provider with respect to any of the above; and
 - f) The Storage Operator shall not be obliged to consider bids that would expose it to any settlement or credit, tax, regulatory, commercial or other risk. In particular, the Storage Operator shall be entitled to give preference to and set the terms of the tender procedure so as to give preference to (i) bids offering immediate payment in cash over delivery over bids offering non-cash consideration or non-immediate payment; (ii) offers structured to minimise the Warehouse Operator's tax burden over offers exposing the Warehouse Operator to tax costs or risks of such costs; (iii) unconditional offers over offers subject to legal, regulatory, administrative, commercial or other conditions;
 - g) The Storage Provider is entitled to sell the Goods to an interested party at a price higher than 80% of the Value of the Collateral. If the Goods are not sold at a price higher than 80% of the Value of the Collateral within 6 months from the date of notification of the commencement of the exercise of the Lien to the Depositor, the Storage Provider is entitled to sell the Goods by direct sale only with the written consent of the Depositor;
 - h) The Storage Provider is entitled to authorise a third party familiar with the market conditions in which assets of the same type as the Goods are traded to exercise the Lien by private sale (or by certain actions in connection therewith).
- 10.9. The Storage Provider is entitled to conclude a contract for the transfer of the Goods (or part thereof) in its own name and on behalf of the Depositor with the buyer designated in relation to the relevant form of realisation of the Lien in accordance with the other provisions of Article 10 of the GTC. The Warehouse Operator's right under the previous sentence also applies to all actions necessary to realise the sale of the Goods or part thereof within the agreed form of sale. The obligation establishing the Storage Provider's right to conclude a contract for the transfer of the Goods (or part thereof) in its own name and on behalf of the Depositor and to sell the Goods (or part thereof) is not an obligation under a commission contract pursuant to Section 2455 et seq. of the Civil Code and cannot be unilaterally terminated by the Depositor.
- 10.10. The Storage Provider is entitled to satisfy its claim by acquiring ownership of the Goods at a price corresponding to the Value of the pledged item, based on a written statement from the Storage Provider delivered to the Depositor stating that it is retaining the Goods.
- 10.11. The total proceeds and funds obtained by exercising the Lien shall be used to settle all of the Depositor's debts to the Storage Provider secured by the Lien in accordance with this Article 10 of the GTC in the order specified by the relevant legal regulations. Any proceeds remaining after the satisfaction of all secured debts of the Depositor to the Storage Operator shall be released to the Depositor without undue delay.
- 10.12. When exercising the Right of Retention, the Storage Provider shall proceed in accordance with Section 1397 of the Civil Code, with the provisions of Article 10.3 et seq. of the GTC being applied mutatis mutandis with regard to the manner of exercising the Right of Retention (realisation of the Goods).
- 10.13. In the event of a concurrence of both rights (Lien and Right of Retention), it shall be up to the Storage Provider to decide how to realise the Goods.

11. PRICE AND PAYMENT TERMS

- 11.1 For the provision of Storage or Services, the Depositor is obliged to pay the Storage Provider the agreed Price in a proper and timely manner. The Price is determined by agreement between the Parties, and the Price shall always include, in addition to the Storage Fee itself, all related expenses (e.g. Insurance, if the Storage Provider has taken out insurance in accordance with Article 8.2 of the GTC, etc.), unless the Parties expressly agree otherwise.

- 11.2 If additional expenses arise during Storage that are not included in the Price, the Price shall be increased accordingly, i.e. all additional expenses shall always be borne by the Depositor, which the Depositor understands and agrees to. The Storage Provider shall inform the Depositor of such expenses within a reasonable time without undue delay after becoming aware of their occurrence and amount.
- 11.3 The Price shall be increased by value added tax at the rate applicable under the applicable legal regulations.
- 11.4 The Storage Provider is entitled to issue an Invoice to the Depositor for the Storage and other Services provided, always in summary form for the immediately preceding calendar month. Each Invoice shall be accompanied by information on the scope of Storage and, where applicable, other Services provided in the given calendar month. The Storage Provider shall deliver the Invoice to the Depositor by email, to which the Depositor agrees. The Depositor agrees that the Storage Provider is entitled to issue Invoices, including related credit/debit notes, in electronic form. Each Invoice issued in this manner shall contain the details required by Act No. 235/2004 Coll., on Value Added Tax, as amended. The Storage Provider shall fulfil its obligation to issue and send the Invoice to the Depositor by sending it to the Depositor's email address specified in the Agreement and/or the Framework Agreement. The Parties agree that the Invoice shall be deemed delivered on the date of its dispatch to the Depositor's email address. Sending the Invoice by post at the Depositor's request shall be subject to a fee.
- 11.5 Payments for Storage and/or other Services provided shall be made by the Depositor on the basis of the sent Invoice by bank transfer to the Storage Provider's account specified in the Invoice. The due date for the Price for the invoiced Storage and/or Services shall always be specified in the Invoice.
- 11.6 If the due date falls on a non-working day, the due date shall be considered to be the day preceding that day. When making payments, the Depositor is obliged to state the variable symbol specified on the invoice. The date of payment shall be understood to be the date on which the funds are credited to the Storage Provider's account.
- 11.7 If the Depositor is in default with the payment of the Price, the Depositor is entitled to charge the Depositor interest on late payment in the amount determined by the applicable legal regulations, and the Depositor is also obliged to pay the Depositor a contractual penalty of 0.1% of the amount due for each day of delay until full payment. The contractual penalty is payable within 14 days of the date of delivery of a written request for payment to the Depositor. Payment of the contractual penalty does not affect the Warehouse Operator's right to full compensation for damages.
- 11.8 During the period of the Depositor's delay in paying the Price, the Depositor is also entitled to refuse to accept or release any further Goods, under any Contract concluded with the Depositor, to and from the Warehouse, until all the Depositor's debts to the Depositor have been settled. Such refusal to accept Goods shall not constitute a breach of the Contract on the part of the Storage Provider.

12. COMPLAINTS

- 12.1. The Depositor is obliged to make a complaint about obvious defects in Storage and/or Services at the latest upon collection of the Goods from the Warehouse. Complaints about other defects must be made to the Warehouse Operator without undue delay, but no later than 30 days after collection of the Goods from the Warehouse. If the Depositor fails to make a complaint in time, their rights arising from defects in Storage and/or Services shall expire. Complaints must always be made in writing, by email and/or registered letter delivered to the Depositor.
- 12.2. Only the Depositor is entitled to make a Complaint.
- 12.3. The following documents (if they exist or should exist) must be attached to the Complaint:
- Order, or Price Quotation relating to the Storage and/or Services complained about;
 - Waybill/delivery note;
 - Damage report or documents clearly showing the extent and financial quantification of damage to the Goods;
 - in the event of partial loss or damage, a document stating 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 transport packaging upon delivery to/release from the Warehouse.

- 12.4. If damage to the Goods is found, the Depositor is obliged to ensure that the packaging of the Goods is preserved. At the same time, they are obliged to allow the Goods to be inspected by the Warehouse and a representative of the Warehouse's insurance company.
- 12.5. If the Depositor fails to submit the necessary materials proving the occurrence, extent and amount of damage to the Claim, the Warehouse Operator shall request that they be supplemented within 5 days. The period for handling the Complaint shall not run from the date of dispatch of the request to supplement the Complaint until it is supplemented. If the Depositor does not supplement the incomplete Complaint within the specified period of 5 days, the Depository shall be entitled to reject the Complaint.
- 12.6. The Storage Provider is obliged to handle the Complaint within 30 days from the date on which the Complaint was delivered to them. Handling the Complaint means making a decision on the Complaint and sending the decision to the Depositor's email address.

13. INVENTORY

- 13.1 If agreed between the Parties, the Storage Provider is obliged to carry out a documentary inventory of the stored Goods on the last day of each month. The Storage Provider shall send an overview of the status of the stored Goods at the end of each month by email to the responsible person of the Depositor, who shall compare it with the status recorded internally by the Depositor and mutually agree on the inventory.
- 13.2 A physical inventory shall be carried out at least once a year on 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 in writing by the Storage Provider to the Depositor at least two weeks in advance, with the aim of mutual agreement on 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 Storage Provider is obliged to inform the Depositor of the results of the inventory. The results of the inventory are first sent to the Depositor by e-mail. After approval, the signed and stamped original inventory report is delivered to the Depositor, who also confirms it.

14. CHANGE OF DATA AND COMMUNICATION

- 14.1 The Depositor is obliged to immediately notify the Storage Operator in writing of any change in the information specified in the Contract and/or the Framework Agreement. If it fails to do so, all costs associated with rectifying this fact (e.g. correction of invoices, etc.) shall be borne by the Depositor.
- 14.2 The parties shall communicate primarily by email, telephone or in person through the employees of the Warehouse or the Storage Provider's sales department, all in accordance with the conditions set out in Article 3.3 of these GTC.

15. TERMINATION OF THE AGREEMENT

- 15.1. The Warehouse Operator is entitled to terminate the Contract without notice by delivering a written notice to the Depositor in the following cases:
- a) The Depositor is in bankruptcy or imminent bankruptcy and/or insolvency proceedings have been initiated against the Depositor pursuant to Act No. 182/2006 Coll., the Insolvency Act, as amended; or
 - b) The Depositor enters into liquidation; or
 - c) The Depositor is in default with the payment of any due debt to the Storage Operator and the period of default exceeds 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 specified in Article 6.10 of these GTC occur;
 - f) The Depositor is in default with the collection of Goods from the Warehouse for a period longer than 3 days.
- 15.2. The Storage Provider is also entitled to terminate the Agreement at any time, even without giving a reason, by delivering a written notice of termination to the Depositor. In such a case, the notice period

is 2 months and begins to run from the date of delivery of the written notice of termination to the Depositor.

- 15.3. The Storage Provider may send notice of termination of the Agreement to the Depositor, in particular to the Depositor's email address specified in the Agreement or the Framework Agreement and/or to the Depositor's registered office and/or to the Depositor's data box.
- 15.4. No later than on the date of termination of the Contract, the Depositor is obliged to collect all stored Goods from the Storage Provider. The Storage Provider is entitled to make the release of the Goods conditional upon the payment of all its claims against the Depositor or to use security measures in accordance with these GTC.
- 15.5. The termination of the Contract shall not affect the validity of the Storage Provider's claim for payment of the Cancellation Fee, contractual penalties, compensation for damage and, where applicable, other provisions which, due to their nature, are intended to continue even after the termination of the Contract.

16. AMENDMENT OF THE GTC

- 16.1. The Depositor acknowledges that the Storage Provider is entitled to unilaterally amend these GTC to a reasonable extent. The Storage Provider shall notify the Depositor of any changes to the GTC at least one (1) month before the proposed effective date of the relevant change by publishing a notice in the sales department and in the Warehouse, on the Storage Provider's website and by sending the new version of the GTC to the Depositor's email address.
- 16.2. If the Depositor does not agree with the amendment to the GTC and the Parties do not agree otherwise, the Depositor shall be entitled to reject the amendment to the GTC before the effective date of the relevant amendment to the GTC and at the same time terminate the Agreement and/or the Framework Agreement by written notice made at the Sales Department and at the Warehouse of the Storage Provider, or delivered to the data box or registered office of the Depository or to the Depository's e-mail address specified in the Contract and/or Framework Contract. In such a case, the Contract and/or Framework Contract shall terminate on the last day of the effective date 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, it shall be deemed that the Depositor agrees with the relevant amendment to the GTC and the relevant amendment to the GTC shall be binding on the Depositor from the date of its effectiveness.

17. OTHER AND FINAL PROVISIONS

- 17.1. The rights and obligations of the Parties arising from and/or related to the Agreement shall be governed by the relevant legal regulations of the Czech Republic, in particular the Civil Code, unless otherwise specified in these GTC.
- 17.2. If the relationship established by the Agreement contains an international (foreign) element, the Parties agree that their relationship shall be governed by Czech law.
- 17.3. The Parties agree to deal with all disputes or disagreements arising from or in connection with the Agreement primarily through amicable settlement. If the Parties fail to resolve any such disputes or disagreements through amicable settlement within a reasonable period of time, the Parties shall agree on further steps. Any such disputes or disagreements arising from or in connection with the Agreement that have not been resolved by amicable settlement between the Parties shall be decided by the competent court in the Czech Republic with local jurisdiction according to the address of the Warehouse Operator's registered office.
- 17.4. All rights and claims of the Storage Provider against the Depositor arising from the Agreement, its breach, or unjust enrichment of the Depositor shall expire within ten (10) years from the date on which the right could have been exercised by the Storage Provider for the first time. All rights or claims of the Depositor arising from a breach of any obligation of the Storage Provider arising from the Agreement and/or compensation for damage incurred by the Storage Provider during Storage and/or the provision of other Services shall expire within one (1) year from the date on which the claim in question arose.
- 17.5. The Depositor assumes the risk of change in circumstances pursuant to Section 1765(2) of the Civil Code.
- 17.6. The Storage Provider reserves the right, in the event of a conflict between its GTC and the Depositor's terms and conditions, to refuse to extend its obligations beyond those imposed on it by law, as well as to limit its rights as compared to those guaranteed by law. The Storage Provider also does not accept

any extension of its liability beyond the scope specified by law, in particular it rejects any agreements on contractual penalties. Any other agreements on contractual penalties to the detriment of the Storage Provider than those contained in these GTC may only be agreed 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 regarding the terms of the Agreement and negotiations related thereto (confidential information within the meaning of Section 1730(2) of the Civil Code), i.e. not to disclose or allow disclosure to any third party without the prior written consent of the other Party, all 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 to provide them with such information under generally binding regulations, or (iii) information that is or becomes publicly available other than through a breach of the Agreement. The confidentiality obligation shall remain in force regardless of the termination of the Agreement.

In the event of a breach of this obligation, the Depositor shall be obliged to pay the Storage Operator a contractual penalty of CZK 50,000 for each individual breach of this obligation. The contractual penalty shall be payable within 14 days of the date of delivery of a written request for payment to the Depositor. Any claim for compensation for damages in full shall not be affected in any way.

17.8. The Party invoking Force Majeure circumstances is obliged to notify the other Party in writing of their occurrence and termination within 2 calendar days at the latest. The deadlines for fulfilling the obligations under the Agreement, which cannot be fulfilled properly and on time as a result of Force Majeure circumstances, shall be automatically extended for the duration of such circumstances. If the force majeure circumstances last for more than 30 days, either Party shall be entitled to withdraw from the Contract. The Depositor shall be obliged to reimburse the Storage Provider for all costs incurred by the Storage Provider in connection with the Contract from which it has withdrawn pursuant to this paragraph.

17.9. Notices and documents under the Agreement shall be delivered in person, by post or courier service to the registered office or to the e-mail address of the Parties specified in the Agreement. Unless another date of delivery is proven and proper delivery to the addressee is proven, the shipment shall be deemed to have been delivered as follows:

- a) a shipment delivered in person on the day of personal delivery,
- b) a shipment delivered by a postal or courier service provider 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 shipment is undelivered due to deliberate obstruction of delivery by the addressee on the fourth working day after dispatch.

17.10. Failure to enforce any claims under the Contract against the Depositor does not constitute a waiver of rights on the part of the Depositor.

17.11. These Terms and Conditions govern the relationship between entrepreneurs, are publicly available online on the Supplier's website (www.lorenc-logistic.cz) and are available for anyone to read. These Terms and Conditions are available in printed form at the Warehouse Operator's registered office. The following provisions of the Civil Code shall not apply to the interpretation of these Terms and Conditions and the relations arising from the Contract: §556(2), §§ 1793 to 1795, §§ 1798 to 1801, § 1959(e), § 1971, § 1980.

17.12. The unenforceability or invalidity of any provision of the Agreement, the Framework Agreement and/or these Terms and Conditions shall not automatically affect the enforceability and validity of the other provisions, unless the nature or content of such provision indicates that it cannot be separated from the other provisions.

17.13. Appendix No. 1, Description of Services, forms part of these Terms and Conditions.

17.14. These GTC are valid and effective as of date 18 October 2024, and shall apply to all Agreements and/or Framework Agreements from that date.