



General business terms and conditions of WE|DO CZ s.r.o.

1. PRELIMINARY PROVISIONS

- 1.1. These general terms and conditions (hereinafter referred to as „GTC“), in accordance with the provisions of § 1751 section 1 of the Civil Code, regulate the rights and obligations arising in connection with or on the basis of the Agreement between the company WE|DO CZ s.r.o., company ID: 08313628, with its registered office at Pražská 180, 250 66 Zdiby (hereinafter referred to as the “Forwarder”) and the Ordering Party.

2. DEFINICE A VÝKLAD

- 2.1. For the purpose of these GTC, the following terms beginning with capital letters shall have the following meaning:
 - 2.1.1. **Application:** web application (software) operated by the Forwarder, by means of which the Ordering Party places Orders, prints out shipping labels, enters cash on delivery data, or otherwise manages its Shipments;
 - 2.1.2. **Price List:** a price list determining the Forwarder’s Remuneration and other amounts which the Forwarder shall be entitled to receive in connection with the provision of Services under the Contract;
 - 2.1.3. **Complementary Services:** services provided by the Forwarder under the Contract beyond the scope of the Shipping Services. Complementary Services and their description are available at <https://www.wedo.cz/en/for-download>;
 - 2.1.4. **Confidential Information:** mainly, not exclusively, the Contract contents, and at the same time any business, organisation, financial, property, marketing and other related data or information associated with the Contract, the Forwarder, the Ordering Party, persons belonging to the business group of the Forwarder or the Ordering Party, or their business partners, which are not publicly available, regardless their form, name, or whether their publishing may cause damage to the entity in question;
 - 2.1.5. **International Shipment:** Shipment transported to an address located outside the territory of Czech Republic. Its parameters are available at <https://www.wedo.cz/en/send-to-europe>;
 - 2.1.6. **Shipment Piece:** separate part of the Shipment (e.g. box, container) registered under a unique number determining relation to the Shipment and a sequence number in the entire Shipment. Shipment Piece parameters and the Price List of supplementary charges are available in the list of products and supplementary charges at <https://www.wedo.cz/en/for-download>;

- 2.1.7. **Order:** the Ordering Party's act aimed at ordering the Services from the Forwarder;
- 2.1.8. **Remuneration:** Forwarder's remuneration for the Services;
- 2.1.9. **Civil Code:** Act No. 89/2012 Coll., the Civil Code, as amended;
- 2.1.10. **Transport Manual:** Transport Manual of the Forwarder including especially the instructions for placing an Order and also instruction for packaging and labelling of Shipments. Transport Manual is available at: <https://www.wedo.cz/en/for-download>;
- 2.1.11. **Addressee:** person entitled to take over the Shipment, indicated by the Ordering Party as Addressee on the packaging of the Shipment (shipping label);
- 2.1.12. **Ordering Party:** legal or entrepreneurial natural person who concluded a Contract with the Forwarder as the ordering party;
- 2.1.13. **Services:** Shipping services and Complementary Services, if agreed upon between the contracting parties;
- 2.1.14. **Contract:** shipping contract or contract on transport within the meaning of particular provisions of the Civil Code, concluded between the Forwarder and the Ordering Party;
- 2.1.15. **Contractual Forwarder (e-transport):** person different from the Forwarder, by means of whom Shipments may be delivered (intermediate Forwarder);
- 2.1.16. **Handover:** handing over the Shipment to the Addressee at the first lockable door of the building at the address indicated on the shipping label, or handing over the Shipment to the Addressee in the manner specified in the description of the relevant Complementary Services;
- 2.1.17. **Domestic Shipment:** Shipment the transport of which takes place exclusively on the territory of the Czech Republic;
- 2.1.18. **Shipment:** subject taken over by the Forwarder for Transport, consisting of one or more Shipment Pieces that are intended for one Addressee and registered by the Forwarder under the same number of Shipment;
- 2.1.19. **Shipping Services:** services provided by the Forwarder according to the Contract governed by of the Civil Code, consisting of arranging the transport of the Shipment on behalf of the Forwarder and at the Ordering Party's expense, including the Handover of the Shipment.

3. GENERAL PROVISIONS

- 3.1. Provisions different from these GTC may be agreed upon in the Contract. Different provisions in the Contract take priority over these GTC.
- 3.2. The Forwarder shall be entitled to change or supplement the wording of these GTC. If the Contract is concluded as a framework, the Forwarder shall notify the Ordering Party of the change of these GTC at least 14 days before the change takes effect. If the Ordering Party does not agree with the change to the GTC, it shall be entitled to terminate the Contract by a written termination notice sent to the Forwarder within 14 days from obtaining the notification of changes to the GTC from the Forwarder, and the Contract shall be terminated on the date of effect of the change to the GTC.
- 3.3. Contract, which has the nature of a one-time performance, shall be always governed by the wording of the GTC valid on the day of concluding the Contract.
- 3.4. The Forwarder reserves the right to refuse to transport any Shipment at its sole discretion. The Forwarder reserves this right especially in cases where the subject of business or activity of the Ordering Party is, at the discretion of the Forwarder, in conflict with good morals, the law, or in conflict with the corporate values of the Forwarder.

4. CONCLUSION OF CONTRACT

- 4.1. Contract is concluded:
 - 4.1.1. In written form; or
 - 4.1.2. At the moment of unconditional acceptance of the Order by the Forwarder;
 - 4.1.3. Implicitly at the moment when the Shipment is handed over by the ordering Party and it is accepted by the Forwarder for transport. Record created by scanning the shipping label serves as documentation proving the Shipment handover.
- 4.2. By concluding the Contract, the Ordering Party expresses its consent with the wording of these GTC and undertakes to observe them.
- 4.3. If the Contract has not been concluded in a written form, the Forwarder shall be entitled to ask for a written order for transport provision.
- 4.4. The possibility of accepting an offer with an amendment or deviation in accordance with § 1740 section 3 of the Civil Code is excluded, such acceptance is always considered a new offer. In case the Forwarder does not object to disputable, contradictory or additional conditions attached to the offer acceptance by the Ordering Party, such inactivity shall not be considered a consent of the Forwarder with the conditions attached by the Ordering Party or waiving the provisions of these GTC.
- 4.5. The Ordering Party is aware of the fact that by concluding of Contract with the nature of repeated performance it undertakes to send at least 10 Shipments in each calendar month for the period of validity of the Contract.

5. PACKAGING AND SHIPMENT LABELLING

- 5.1. Shipments are classified into size categories by weight and volume, depending on which of the two quantities is of a higher value. Exact classification of Shipments is indicated in the Price List.
- 5.2. If not explicitly stipulated in the Contract, the Forwarder takes over for transport only Shipments meeting the following parameters: maximum volume of the Shipment Piece of 0,3 m³, length of the longest edge of the Shipment Piece of 1,5 m, maximum weight of the Shipment Piece of 30 kg.
- 5.3. The Ordering Party shall be obliged to package properly each Shipment Piece so that its contents is secured against damage and against movement inside the packaging, and provide it with a shipping label. Rules for proper packaging and labelling of Shipments using shipping labels are listed in the Transport Manual.
- 5.4. The Ordering Party takes liability for proper labelling of the Shipment in compliance with the conditions indicated in the Transport Manual. The Ordering Party shall be responsible for correctness of data indicated on the shipping label and also for quality of print of the shipping label and legibility of the bar code. In the event that any Shipment Piece is not properly labelled, or in the case on illegibility of the bar code, the Forwarder is entitled to:
 - 5.4.1. Re-label the Shipment Piece, where the Forwarder is entitled to a remuneration for relabelling according to the valid Price List; or
 - 5.4.2. Exclude the Shipment from the transport and delay it until the following working day, or until the time of re-labelling by the Ordering Party.
- 5.5. If the Shipment exceeds the maximum dimensions, weight, cash on delivery amount or other parameters listed in these GTC, Transport Manual, Price List or list of Complementary Services, the Forwarder shall be entitled to refuse its transport.

6. SHIPMENTS EXCLUDED FROM THE TRANSPORT

- 6.1. If not agreed otherwise with the Forwarder, the following Shipments and commodities are excluded from the provision of Transport:
 - 6.1.1. exceeding the value of EUR 4,000;
 - 6.1.2. no protection or packaging in compliance with the Transport Manual (especially concerning their weight, shape and character of contents, mainly fragility, etc.);
 - 6.1.3. missing necessary data on the Ordering Party or Addressee, or instead of Handover address there is P.O.BOX indicated;
 - 6.1.4. no protection against movement inside the packaging;
 - 6.1.5. obviously damaged;
 - 6.1.6. Shipments the Shipment Pieces of which consists of pallets with goods;
 - 6.1.7. objects of particularly high value, especially precious stones, pearls, jewels, precious metals, art objects, antiques, collections;
 - 6.1.8. banknotes, coins, stamps, checks, payment and other cash cards, securities and other valuables, mobile phone vouchers, toll stickers, winning tickets and operator phone cards, vouchers and tickets, etc.;
 - 6.1.9. The contents of which may cause damage to assets or threaten health of persons or animals (especially, but not exclusively explosives, weapons, ammunition and military equipment, narcotics and psychotropic substances, flammables with a low flash point, poisons, radioactive substances, caustics, gases and liquids in pressure vessels, etc.), and Shipments the content of which is subject to Act No. 356 / 2003 Coll., on chemical substances and chemical preparations, as amended, and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Agreement);
 - 6.1.10. breaching any Shipment parameter listed in the Transport Manual or in the document governing the Complementary Services;
 - 6.1.11. fire extinguishers;
 - 6.1.12. commodities subject to excise tax (spirits and cigarettes);
 - 6.1.13. counterfeits or infringements of the intellectual property rights of third parties;
 - 6.1.14. glass and other goods (or parts thereof) made of glass, porcelain or iron, earthenware and other articles of similar materials or articles containing fragile articles and substances that are fragile or easily damaged, even if the instructions for special handling of the Shipment are followed, including alcohol and other expensive liquids or substances in glass bottles or similar fragile containers, and similar items;
 - 6.1.15. TVs or monitors larger than 37" or curved TVs;
 - 6.1.16. new and used accumulators or any other batteries containing corrosive substances;
 - 6.1.17. containing paints, adhesives and other liquid substances that may be damaged during transport or may damage or degrade other Shipments or the Forwarder's equipment;
 - 6.1.18. containing live animals or human and animal remains, parts of bodies or organs, medical supplies (blood samples and derivatives, infusions), waste and similar articles;
 - 6.1.19. containing articles subject to any of the special arrangements (suspensive arrangements and arrangements with economic impact) under Council Regulation (EEC) No. 2913/92, as amended;
 - 6.1.20. containing articles that shall be protected in a special way, or that shall be handled in a special way;
 - 6.1.21. containing articles and substances subject to changes of temperature, such as food, live plants, perishable goods, and similar articles;

- 6.1.22. containing other articles and substances that, regarding their character, require special modification of the transport vehicle or creation of special conditions during transport according to applicable regulations or specific circumstances;
 - 6.1.23. the nature, content, appearance, characteristics, manner of dispatch or holding or handling of which is unlawful or prohibited, in particular with regard to security, public order and the rights of third parties;
 - 6.1.24. Shipments provided that any of the parties involved is named in UN sanctions, or national, local or autonomous restrictions or embargoes;
 - 6.1.25. set of multiple Shipment Pieces connected by a bent or stretch foil, or otherwise connected, where there is a risk of break up to individual Shipment Pieces without labelling of each Shipment Piece with a shipping label.
- 6.2. Shipments that are excluded from the transport are to be accepted by the Forwarder only upon its previous written consent. In order to detect a Shipment excluded from the transport, the Forwarder shall be entitled to check the Shipment and its contents. Costs incurred to the Forwarder in connection with the transport of such a Shipment shall be covered by the Ordering Party.
- 6.3. Shipments that are excluded from the transport shall be transported at the Ordering Party's own risk. This applies also if the Forwarder gave consent on transport of such a Shipment. The Forwarder does not provide any special handling of Shipments.
- 6.4. If the Ordering Party hands over for transport a Shipment excluded from the transport without previous written consent of the Forwarder, the Forwarder does not bear any responsibility for any damage inflicted in connection with the transport of the Shipment. The Ordering Party shall be obliged to pay all costs associated with the Transport for the Forwarder, including compensation for any damage and non-pecuniary damage incurred in association with such a Shipment to the Forwarder or third party, either on the property or health.
- 6.5. By accepting the Shipment for transport, the Forwarder does not waive the right to refuse the Transport of Shipment in case it later acquires a reasonable suspicion later that the Shipment does not meet the conditions stipulated in these GTC. In such a case, the Forwarder, upon informing the Ordering Party, shall be entitled to either hand over the Shipment to the Addressee or return it to the Ordering Party at its own expense, or handle the Shipment otherwise, including its disposal in the extreme case, so that possible damage or risks are eliminated.

7. SHIPMENT TRANSPORT AND HANDOVER

- 7.1. The Ordering Party places the Order in writing by means of e-mail communication, by means of the Application, by means of a web form available at <https://www.wedo.cz/en>, or using other method stipulated in the Contract.
- 7.2. In the Order, the Ordering Party shall be obliged to communicate to the Forwarder only true data regarding the Shipment, its true dimensions, weight and value. In case the value of the Shipment exceeds CZK 20,000 excl. VAT, the Ordering Party shall be obliged to secure insurance for the Shipment at its own expense, or arrange the Complementary Service of additional insurance for Shipments from the Forwarder.
- 7.3. The Ordering Party shall be obliged to inform the Forwarder on Shipments that are subject to preliminary export inspection, and provide information and necessary documents with regards to compliance of such Shipments with the applicable regulations.
- 7.4. If any licence or permit is necessary for export or import of the Shipment, the Ordering Party shall secure such licences and permits at its own expense. At the same time, by handing over such a Shipment the Ordering Party declares that the Addressee is an authorised person for Shipment handover subject to the jurisdiction of the Ordering Party, Addressee or any other jurisdiction involved.

- 7.5. The Forwarder shall be entitled to inspect at any time whether the data on the Shipment provided by the Ordering Party correspond to reality. Otherwise, the Forwarder shall be entitled to modify the data on the Shipment, especially on dimensions or weight of the Shipment.
- 7.6. Shipment intended for transport shall be taken over by the Forwarder at the place agreed upon in the Contract. If the Ordering Party hands over the Shipment for transport by means of a third party (e.g. Contractual Forwarder (e-transport)), it shall be obliged to hand over such a Shipment for transport exclusively at the branch/point which shall be indicated in the shipping label as a posting point.
- 7.7. The Ordering Party explicitly takes into account that when taking over the Shipment, the person taking over the Shipment for transport on behalf of the Forwarder does not check the compliance with the conditions stipulated in the Contract and in these GTC, especially concerning the requirements for packaging and labelling of Shipments. Handover of incorrectly labelled or packed Shipment cannot be considered a consent of the Forwarder with such an incorrect Shipment labelling or defective packaging.
- 7.8. The Forwarder shall be entitled to use a Contractual Forwarder (e-transport) for Shipment transport.
- 7.9. The Forwarder shall make adequate effort so that the Shipment is handed over within the expected delivery time, as indicated in the Price List. However, the Forwarder does not guarantee meeting this time. Any declaration of the Forwarder in relation to the day and time of Shipment delivery is for information only and shall not be binding for the Forwarder.
- 7.10. The expected delivery time according to the Price List does not include:
 - 7.10.1. day when the Forwarder takes over the Shipment for transport;
 - 7.10.2. time needed for customs controls, inspections of the respective state authorities, correction of erroneous customs documents, etc.
 - 7.10.3. the period of delay caused by an extraordinary event, force majeure or circumstances originating in the operation, as well as other circumstances that the Forwarder could not avert or anticipate, provided they have a direct or indirect effect on the performance of the Forwarder's obligations under the Contract;
 - 7.10.4. non-working days;
 - 7.10.5. time of the Addressee's delay in taking over the Shipment.
- 7.11. The Forwarder shall secure the Shipment Handover to the Addressee at the address indicated in the shipping label or, in case of personal pick-up, at the respective delivery point or delivery box. If an incorrect Handover address is indicated, the Forwarder shall be entitled (however not obliged) to make effort to find the right address. In such a case, the Forwarder shall be entitled to a special Remuneration according to the Price List.
- 7.12. In case of reasonable doubts, the Forwarder is entitled to require proof of identity of the Addressee or person acting on behalf of the Addressee, as well as its authorisation to act on behalf of the Addressee. The Forwarder shall not bear any responsibility for delay in Shipment Handover occurred because the person acting on behalf of the Addressee or Addressee's deputy refused to prove its identity or authorisation to act on behalf of the Addressee. If the Forwarder does not have any reasonable doubts of the identity, possibly authorisation of such a person to act on behalf of the Addressee, it is entitled to hand over the Shipment to such a person on the spot.
- 7.13. The Shipment shall be Handed over to the Addressee based on the confirmation of Shipment delivery undersigned by the Addressee or by the person acting on behalf of the Addressee in the portable electronic scanning device or in the document intended for such purposes. In case the Shipment is to be handed over to the Addressee by means of the Forwarder's delivery point or delivery box, the Forwarder hands over the Shipment to the Addressee based on the presentation or entering of PIN code for Shipment Handover generated by the Forwarder.

7.14. If the Shipment is not Handed over on the first attempt, the Forwarder shall arrange for the second attempt so that it is Handed over as soon as possible. If even this attempt is unsuccessful, the Addressee is informed on possibility to pick up the Shipment at the closest Forwarder's warehouse, within 7 calendar days from the day of storing the Shipment at the Forwarder's delivery point. In the event that the Ordering Party hands over the Shipment for transport by means of the Forwarder's delivery point, the Shipment shall be returned to the Ordering Party by means of the delivery point through which it was handed over for transport. The Ordering Party shall be informed on this fact by phone or via e-mail. The Ordering Party shall be obliged to pick up the Shipment at the latest within 5 days from its receipt at the delivery point. After the period for Shipment pick-up the Shipment shall be returned to the Ordering Party's correspondence address. However, this does not affect the Forwarder's right to the Remuneration in full, including any surcharges and other fees related to the return of the Shipment to the Ordering Party, such as, but not limited to, storage, re-labelling, sorting, return fees.

If not agreed otherwise, the maximum time of storage in the Forwarder's delivery box shall be listed in the document on Complementary Services, available at <https://www.wedo.cz/en/for-download>, from the time when the Shipment is ready for pick-up. In the event the Shipment is not picked up, it shall be returned to the posting point, i.e. the address of the Ordering Party or the delivery point by means of which it was posted.

7.15. If the Addressee does not pay the fee for cash on delivery Handover in the first attempt at Handover, the Shipment shall remain at the Forwarder. The Forwarder secures performance of the second attempt at Handover as soon as possible.

7.16. If the Shipment Addressee refuses to hand over the Shipment, there are no more attempts at Handover. If stipulated by the Contract, the Shipment shall be returned to the Ordering Party. However, this does not affect the Forwarder's right to the Remuneration, including related fees, storage and other amounts according to the Price List.

7.17. If this does not contradict the nature of the Shipment (for example, Cash on Delivery), the Forwarder shall be entitled at any time in its sole discretion to decide that due to the protection of health of the Forwarder's employees, the Shipment shall be Handed over using a contactless method. In such a case, the Forwarder's employee shall agree with the Addressee via telephone and / or via SMS that the Shipment will be delivered to the agreed place and left there, without being physically Handed over to the Recipient and without verification of his identity and without the Addressee confirming receipt in writing in accordance with these GTC. The Forwarder's employee shall take a photograph of the Shipment delivered to the agreed place as proof of delivery of the Shipment. By delivery to this place, the Shipment shall be considered duly delivered and neither the Forwarder nor the carrier is responsible for damage to it.

7.18. In reasonable cases, the Forwarder shall be entitled to permit that the Addressee pays the cash on delivery by credit card even if this payment method has not been permitted by the Ordering Party in the Services setting (especially if any other payment method is not possible in the case given). In such a case, the Forwarder shall be entitled to require the Ordering Party to cover the costs incurred by such a payment, always according to the valid Price List, whereas the Ordering Party shall be obliged to pay such claimed costs.

8. SHIPMENT CUSTOMS CLEARANCE

8.1. By handing over the Shipment for transport, the Ordering Party appoints the Forwarder as its representative for the purposes of the customs procedure related to the Shipment and confirms that it is in the Forwarder's authority to ensure this procedure through the Forwarder's subcontractor to the extent of the Ordering Party's representation. If any customs authority requires any additional documentation for the purposes of the Customs Proceedings, the Ordering Party shall be obliged to provide it in time and at its own expense. Representation of the Ordering Party during the Customs Proceedings is charged according to the valid Price List.

- 8.2. By handing over the Shipment for transport, the Ordering Party confirms that all declarations and information provided in relation to the Shipment export and import are true, complete and correct. The Forwarder in no case bears responsibility for completion of the customs or other formalities related to the Shipment. The Ordering Party bears all risks following from the provision of untrue, false or missing declarations on the Shipment or its contents, and it undertakes to compensate possible damage and non-pecuniary damage incurred in relation to the provision of such false declarations on the Shipment to the Forwarder or third party. If the Ordering Party has not communicated the Commodity code to the Forwarder, the Forwarder may (at its discretion) use the general commodity code based on the description of the goods given by the Ordering Party, or detain the goods until it receives the required commodity code from the Ordering Party, or shall be entitled to return the goods to the Ordering Party.
- 8.3. The Ordering Party shall be obliged to provide the Forwarder especially with the following data on the Shipment delivered from/to a country outside the EU:
 - 8.3.1. export invoice in English (including clear and unequivocal description of the goods);
 - 8.3.2. commodity code for each type of goods present in the Shipment contents;
 - 8.3.3. written notification of the Shipment and/or goods contained in the Shipment which is not intended for standard or permanent export (e.g. temporary export of goods for the purpose of its repair, which will be returned to the country of dispatch);
 - 8.3.4. authorisation for direct representation of the Ordering Party, if required by the applicable legal regulations; and
 - 8.3.5. any other information required by the respective customs authorities or the Forwarder.
- 8.4. The Forwarder shall be entitled to demand from the Ordering Party reimbursement of all costs incurred to the Forwarder in connection with the customs procedure relating to the Shipment, in particular any duties, taxes (especially VAT, if applicable), fines, storage fees or any other expenses if these are not reimbursed by the Addressee. The Ordering Party shall be obliged to cover these costs within 7 days from the notification of non-payment of these costs by the Addressee. The Forwarder shall be entitled to require that the Ordering Party secures the Ordering Party's debts towards the Forwarder that may arise in connection to the Ordering Party's representation in the customs proceedings.

9. REMUNERATION FOR SHIPMENT SERVICES

- 9.1. Unless otherwise agreed in the Contract, the Ordering Party undertakes to pay the Forwarder a Remuneration for the Services in the amount according to the current Price List. The Ordering Party also undertakes to pay the Forwarder the surcharges for Complementary Services and other amounts indicated in the Price List, or in the Contract, as a part of the Remuneration.
- 9.2. The Forwarder reserves the right to condition the provision of Services by advance payment or by securing the Remuneration or its part from the Ordering Party.
- 9.3. The Forwarder shall be entitled to change the Price List at any time.
- 9.4. The Remuneration does not include any payments, fees or other remunerations that the Ordering Party has to spend on services provided by third parties in connection with the payment of the Remuneration; such costs are exclusively the costs of the Ordering Party.
- 9.5. In case of change to the conditions of transport performance by Contractual Forwarders (etransport), the Forwarder reserves the right to immediately change the Remuneration for services of the Contractual Forwarders (e-transport).
- 9.6. The Forwarder's right to payment of the Remuneration for the Services arises upon the acceptance of the Order by the Forwarder.
- 9.7. If there is an agreed individual amount of Remuneration in the Contract between the contracting parties, the Ordering Party takes into account that this Remuneration was agreed depending on the expected volume and structure of the Shipments transported. In the event that the expected volume of Shipments is reduced by more than 20% on average for three consecutive calendar months or if the Ordering Party does not comply with the minimum number of Shipments

set out in Article 4.4 of these GTC, the Forwarder shall be entitled from the immediately following calendar month to invoice the Remuneration according to the current Price List, unless the parties agree otherwise.

- 9.8. If not explicitly stated otherwise in the Contract, the Forwarder issues the invoice:
- 9.8.1. In case of one time performance, usually within 30 days: (i) from the day of Shipment handover, (ii) from the day when the Addressee refused to take over the Shipment, (iii) from the day when the second attempt at Handover of the Shipment was carried out in compliance with these GTC, or (iv) in case of personal pick-up, from the last day of the period intended for Shipment Handover by the Addressee;
- 9.8.2. In case of repeated performance by the 30th day of the calendar month following the month in which the Forwarder provided the Ordering Party with the Services under the Contract.
- 9.9. The Ordering Party shall be obliged to notify to the Forwarder any discrepancy in relation to its invoice within 30 calendar days from the delivery of the invoice. If the Ordering Party does not do so, the Forwarder shall not be responsible for any error in the invoice and shall not be obliged to return any amounts paid by the Ordering Party, unless the Ordering Party proves that:
- 9.9.1. it was not adequately possible to notify the Forwarder of the error in the invoice within the amount of the set deadlines; and
- 9.9.2. the notification was made at the first possible opportunity and at the maximum within 3 months after the date of invoice issuance.
- 9.10. The Forwarder and the Ordering Party explicitly agree with sending of invoices exclusively in electronic form. In case the Ordering Party does not give its consent to the possibility of sending invoices in electronic form, the Forwarder shall be entitled to charge surcharge for issuing invoices in paper form in the amount indicated in the Price List.
- 9.11. In case the Ordering Party delays in payment of Remuneration or any other amounts due, the Forwarder shall be entitled to refuse provision of Services to the Ordering Party until the Ordering Party pays all obligations. At the same time, the Forwarder shall be entitled to charge the Ordering Party with the difference between any discounted Remuneration set in the Contract and the Remuneration set in the Price List, even retroactively for issued unpaid invoices. The Ordering Party also undertakes to pay the Forwarder a Contractual Penalty in the amount of 0,05 % of the sum due for each day of delay.
- 9.12. To secure its claims against the Ordering Party, the Forwarder has a lien on the Shipment within the meaning of § 2481 of the Civil Code, and in the event of non-payment of the Remuneration or any other amounts due under or in connection with the Contract, the Forwarder has the right to satisfy its claim from the proceeds of the monetised pledge pursuant to the provisions of § 1982 et seq. Civil Code.
- 9.13. In case of delay from the side of the Ordering Party in payment of any monetary amount to the Forwarder, the Forwarder shall be entitled to suspend the payment of the amount received at the time of delivery of the cash on delivery Shipment until settlement of any and all obligations due by the Ordering Party.
- 9.14. The Forwarder shall be further entitled to unilaterally set off all cash-on- delivery amounts collected from the Addressees when Handing over cash-on-delivery Shipments which it is otherwise obliged to pay to the Ordering Party as its obligation against its due receivables towards the Ordering Party with the payment of which the Ordering Party got in delay of more than 7 days. This provision applies to all types of cash on delivery amounts including the foreign cash on deliveries. The Forwarder shall be also entitled to unilaterally set off any receivables towards the Ordering Party with which it got in delay of more than 7 days against any receivables of the Ordering Party towards the Forwarder. The set-off of receivables shall be effective upon delivery of the Forwarder's written notice of the set-off of receivables to the Ordering Party. For such purposes a notification sent via e-mail communication shall be considered a written notification.
- 9.15. The Ordering Party takes into account that the Forwarder is not a provider of payment services, or operator of payment gateways or portals, and it does not bear any responsibility for execution of payment by means of such payment portals. Conditions of use of any payment gateways and portals are governed by the terms and conditions issued by its provider.

10. OPENING, DESTRUCTION AND SELLING OF THE SHIPMENT BY THE FORWARDER

- 10.1. If not stipulated in the Contract or in these GTC otherwise, the Forwarder shall be entitled to open the Shipment only upon the previous written consent (also electronically via email) from the Ordering Party.
- 10.2. Without the consent of the Ordering Party, the Forwarder shall be entitled (not obliged) to open the Shipment if:
 - 10.2.1. there is a reasonable suspicion that it contains an item excluded from transport in compliance with article 6 of these GTC;
 - 10.2.2. the Shipment cannot be handed over and at the same time it cannot be returned to the Ordering Party, or by the Contract it is not to be returned to the Ordering Party;
 - 10.2.3. it was damaged;
 - 10.2.4. there is a reasonable supposition that there may be damage caused by the time of delivery;
 - 10.2.5. it is necessary in order to meet the obligations imposed on the Forwarder by special legal regulations.
- 10.3. During opening, the contents of the Shipment may be inspected only to the necessary extent. The Forwarder shall be entitled to ask the Ordering Party to be present when opening the Shipment. If the Ordering Party is not present during the opening of the Shipment and if possible, there shall be two persons previously authorised by the Forwarder present during the opening. A written report shall be created on opening of the Shipment, and it shall be attached to the Shipment. If the Ordering Party was present during the opening of the Shipment, the Forwarder provides the Ordering Party with a copy of the report upon its request. Repair of the Shipment packaging shall not be considered as Shipment opening.
- 10.4. The Forwarder shall be entitled to open and check the contents of any Shipment any time it required to do so by the state authorities or if it is obliged to do so under applicable legal regulations.
- 10.5. The Forwarder shall be obliged to report opening of the Shipment in writing at the time of delivery to the Addressee (possible to the Ordering Party in case of returning the Shipment).
- 10.6. The Forwarder shall be entitled to destroy the Shipment or its part at the Ordering Party's expense:
 - 10.6.1. if such a procedure is in compliance with legal regulations;
 - 10.6.2. if it is necessary for securing of personal safety and health;
 - 10.6.3. after six (6) months from the receipt of the Shipment for transport, if the contents of the Shipment have completely or partially deteriorated;
 - 10.6.4. after six (6) months from the receipt of the Shipment for transport, if it is not possible to hand over or return the Shipment, or it is not required to be returned by the Contract and if the Shipment is not sold.
- 10.7. The Forwarder shall be entitled to compensation of all costs incurred in relation to the Shipment destruction.
- 10.8. The Forwarder creates a written report on the destruction of the Shipment or its part, and archives it for the period of 2 years from the date of its creation.
- 10.9. The Forwarder is obliged to sell the Shipment:
 - 10.9.1. if such a procedure is in compliance with legal regulations;
 - 10.9.2. after one (1) year from the receipt of the Shipment for transport, if there is a reasonable concern that the Shipment contents deteriorates by the time of its Handover.
 - 10.9.3. after one (1) year from the receipt of the Shipment for transport, if the Shipment cannot be handed over or returned, or it is not to be returned under the Contract.
- 10.10. If possible, the proceeds from the sale of the Shipment after deducting the Forwarder's costs incurred in connection with the storage and sale of the Shipment (hereinafter referred to as „net proceeds“) shall be issued by the Forwarder to the Ordering Party. The Forwarder shall be entitled to set off its receivables towards the Ordering Party against the net proceeds. If the net proceeds have not been issued, the Ordering Party has the right to request its issuance within the period of one (1) month from the sale of the Shipment or its part. If the Ordering Party does not ask the Forwarder for issuance of the net proceeds within the given period, the Forwarder shall be entitled to require payment of costs related to the fact that the Ordering Party has not met the period, and at the same time it shall be entitled to set off its receivable against the Ordering Party towards the Forwarder for issue of the net proceeds.
- 10.11. The Forwarder shall create a written report on the sale of the Shipment or its part, and archives it for the period of 2 years from the day of its creation.

11. COMPLAINTS

- 11.1. Rights and obligations of the contracting parties related to the responsibility of the Forwarder for defects of Services are governed by the Forwarder's complaint procedure available at: <https://www.wedo.cz/en/for-download>.

12. DAMAGE COMPENSATION

- 12.1. The Forwarder shall be responsible towards the Ordering Party for damage incurred as a result of physical damage, destruction or complete loss of the Shipment occurred during the Shipment transport.
- 12.2. The Forwarder's liability for damage shall be excluded if:
 - 12.2.1. the damage occurred as a result of non-compliance with any obligation of the Ordering Party set in these GTC, especially if the Ordering Party has not packaged or labelled the Shipment in compliance with these GTC and the Transport Manual;
 - 12.2.2. the damage originates due to a nature of a subject forming part of the Shipment (especially if the contents of the Shipment consists of perishable goods or other goods requiring special conditions for storage and transport);
 - 12.2.3. the damage occurred as a result of deletion of data, loss of data stored in magnetic tapes, in files or in other storage media, or deletion or damage of photographic images or audio records due to exposure to light;
 - 12.2.4. the contents of the Shipment transported consisted of an item excluded from transport, without the Forwarder's consent to transport such a Shipment in compliance with these GTC;
 - 12.2.5. the damage occurred as a result of the fact that the Forwarder has not complied with the reference times for the Shipment Handover;
 - 12.2.6. the damage occurred as a result of a procedure of the customs authorities within the customs proceedings or by seizure of the Shipment based on court proceedings or other proceedings, or by neglecting to act from the side of the customs authority, state authorities or other administration authorities and compliance with the regulations, or as a result of the decisions and orders issued by the customs, governmental or regulatory authorities;
 - 12.2.7. the damage occurred due to Force Majeure;
 - 12.2.8. the damage occurred due to damage or loss of documents contained in the Shipment;
 - 12.2.9. in other cases set in the Contract or in these GTC.
- 12.3. The Forwarder shall compensate the damage to the Ordering Party up to the amount of costs reasonably incurred by the Ordering Party for repair of the Shipment, always up to the total value of the Shipment or 80% of the acquisition value of the new goods, depending on which of these values is lower. The Forwarder shall not be responsible for other costs exceeding such a calculated amount. In case of partial or complete loss of the Shipment, the Forwarder shall compensate the damage to the Ordering Party up to the value of the Shipment or its lost part. The amount of damage compensation shall be calculated from the Shipment value at the time immediately preceding the occurrence of the damage, considering the age, wear and depreciation of the item according to respective coefficients of the Forwarder's insurance agency. The Forwarder shall not be responsible for damage exceeding the amount detected this way. If the Shipment was not insured in compliance with these GTC, the Forwarder's obligation to compensate the damage is, moreover limited by the amount of CZK 20,000 per one Shipment (not one Shipment Piece). If the Ordering Party declares the Shipment value lower than its real value, the Forwarder shall be responsible for the damage at the maximum up to the value declared by the Ordering Party.
- 12.4. If the Ordering Party is not able to prove the purchase price in the corresponding way, the Shipment value shall be determined as a usual purchase price at the time of the Shipment

- damage occurrence. If it is not possible to determine the value of the Shipment in this way, or the Ordering Party and the Forwarder do not agree on the value of the Shipment, the value of the Shipment shall be determined by an expert opinion assigned by the Forwarder and prepared at the Ordering Party's expense.
- 12.5. In no case shall the Forwarder be liable to the Ordering Party for consequential damages, such as loss of profits, or contractual sanctions or other claims of third parties, to which the Ordering Party is obliged on the basis of contracts concluded with third parties or on the basis of other legal facts.
- 12.6. The Ordering Party claims for damages from the Forwarder in writing on the basis of a complaint recognised by the Forwarder, no later than 30 days from the date of recognition of the complaint. The Ordering Party shall be obliged to enclose to the claim for damages in particular the following documents, otherwise its claim cannot be taken into account and is not considered timely and properly exercised:
- 12.6.1. in case of damage to the Shipment:
- a) document proving purchase price of the Shipment and its contents;
 - b) if the Shipment was repaired after the damage occurred or if the case circumstances require so, an opinion of the service or other person who performed the repair of the Shipment;
 - c) invoice for the amount corresponding to the amount of the damage, issued to the Forwarder.
- 12.6.2. in case of loss of the Shipment or its part:
- a) document confirming the real contents of the Shipment, including its value, together with the document proving the purchase price of the Shipment;
 - b) invoice for the amount corresponding to the amount of the damage issued to the Forwarder.
- 12.7. The Forwarder shall be obliged to comment on the claim for damages no later than 30 days from the date of its application. This time shall be extended by the time for which the Forwarder have not received all documents listed in the previous section. Similarly, if documents from law enforcement authorities or another body or institution are necessary to settle the complaint, the time limit for settling the complaint shall be postponed until the Forwarder obtains such documents.
- 12.8. In case that the document for setting of value of the damaged or missing contents of the Shipment is represented by an invoice issued in a foreign currency, the amount on this invoice shall be converted according to the exchange rates published by the Czech National Bank valid as of the day of the Shipment handover for transport.
- 12.9. Should the authorised person fail to prove the damage of the packaging of the Shipment, the claim for a compensation of damages related to the partial loss of the contents of the Shipment or damage to the Shipment or its part cannot be considered justified.
- 12.10. In case the lost Shipment has been found, the claim of the Ordering Party for damage compensation shall be satisfied at the moment when the Ordering Party or the Addressee are enabled to handle the Shipment. If the Shipment was found by the Ordering Party or the Addressee, the Ordering Party shall be obliged to report this fact in writing to the Forwarder. If the damage or its part before finding the Shipment was paid to the Ordering Party by the Forwarder, the Ordering Party is obliged to return this amount to the Forwarder, alternatively handover the contents of the Shipment to the Forwarder upon agreement with the Forwarder.
- 12.11. If the Shipment was destroyed and the Forwarder paid the Ordering Party the damage amounting to the entire value of the Shipment, the Ordering Party shall be obliged to handover the contents of the destroyed Shipment to the Forwarder no later than within five working days from the Forwarder's request to handover the Shipment.
- 12.12. If the Ordering Party breaches any of its obligations listed in this article, the Forwarder shall not be obliged to comment on the claim for damages or to satisfy it for the time of delay of the Ordering Party in meeting such an obligation.

13. PERSONAL DATA PROTECTION

- 13.1. The Forwarder's method of processing of personal data of the Ordering Party and the Addressee is described in the document on the Personal Data Protection which is available at <https://www.wedo.cz/en/for-download>

14. APPLICATION

- 14.1. When using the Application, the Ordering Party shall not in any way interfere with the Forwarder's information system and technology, in particular shall not use system commands that could change the function or settings of the Application, use software solutions affecting the functionality or security of the Application, use the Application in a way that can cause harm to anyone, or in a manner that violates the rights of third parties or the Forwarder, or in a manner that is in conflict with the applicable laws of the Czech Republic or the European Communities.
- 14.2. The Ordering Party shall not provide the Application access data of the Ordering Party, or any other user account access to any third party. The Ordering Party shall be obliged to take all adequate measures to make such data confidential. The Ordering Party shall be fully responsible for unauthorised use of access data of the Ordering Party in the Application or the user's account of the Ordering Party, and for the damage caused thereby to the Forwarder or to third parties.
- 14.3. In case of loss or theft of the access data, the Ordering Party shall be obliged to report this fact to the Forwarder immediately. The Forwarder shall provide the Ordering Party with new access data within an adequate period of time.
- 14.4. The Ordering Party shall be obliged to immediately inform the Forwarder on all changes to identification data of the Ordering Party indicated in the Application by means of the Application or using other method in compliance with these GTC.
- 14.5. The Forwarder shall be entitled to restrict or interrupt the Application functionality or the access to the Application for a period necessary for maintenance or repair, or due to other reason on the side of the Forwarder or a third party.
- 14.6. The Forwarder shall be entitled to change the access data to the user account of the Ordering Party (user name and password) due to urgent technical or safety reasons, even without the Ordering Party's consent, provided that such measure is necessary to secure proper provision of the Services. Access data changed in such a way are reported to the Ordering Party by the Forwarder without any delay.
- 14.7. The Forwarder may change the technical solution of the Application due to of operational or other reasons, if such a change is necessary to secure proper provision of the Services.
- 14.8. The Forwarder in no case bears responsibility for any non-functionality or failures of the Application.

15. CONFIDENTIALITY

- 15.1. The contracting parties undertake not to disclose or publish to any third parties, including their business partners, any information having a nature of a Confidential Information which they have been or will be provided with in connection to the Contract . The obligation to maintain confidentiality under this article of the GTC shall mean, in particular, the obligation to refrain from any action that would cause the Confidential Information to be disclosed or made available to a third party in any form, or the Confidential Information to be used contrary to its purpose for the third party's own needs or needs of a third party, or a third party would be allowed to make any use of such Confidential Information.
- 15.2. The obligation of confidentiality according to these GTC shall not apply to disclosure of Confidential Information:
 - 15.2.1. to employees of the contracting party, and persons acting in favour of the contracting party (e.g. Lawyers, auditors, experts or persons the activity of whom is necessary to meet any obligation of the respective contracting party in connection to the Contract), under the condition that the contracting party provably secures observance of obligations of confidentiality by the above-mentioned persons in relation to the Confidential Information at least within the scope of the provision containing this article of GTC:
 - 15.2.2. if the respective contracting party has given previous written consent to disclose the Confidential Information ;
 - 15.2.3. in case of an obligation imposed by law to prevent or report the commission of a criminal offence or other information obligation stipulated by law; the respective contracting party, shall be obliged to label the provided information as trade secret and notify the other contracting party of its provision without any delay.
- 15.3. The contracting parties undertake not to misuse any Confidential Information of the other Contracting Party for their own benefit or for the benefit of a third party.
- 15.4. Unless agreed otherwise by the contracting parties, the obligations contained in this article of the GTC remain valid even after termination of the Contract, regardless the reason of termination.

16. FINAL PROVISIONS

- 16.1. The Forwarder shall not bear any liability for failure to meet its obligations following from the Contract for the period of duration of the Force Majeure.
- 16.2. For the period of duration of the Force Majeure, the Forwarder shall be entitled to restrict provision of some of its services or take other measures that are, in its discretion, adequate to the emergency. Such measures include, for example, the right not to accept cash on delivery, or the right to restrict or exclude service for a particular area. The Forwarder shall publish the adopted measures at its website.

- 16.3. For the purposes of these GTC, the Force Majeure shall mean any event independent of the will of the contracting parties, which entirely or in a significant manner disables or complicates the performance of the contractual obligations. Force Majeure shall mean in particular, but not exclusively: war, state of war or military operations, invasion, foreign enemy intervention, civil war, insurrection, revolution, rebellion, uprising, seizure of civil or military government, conspiracies, civil protests and riots, terrorist acts, strike, quarantine, sabotage, blockade, embargo, import restrictions, epidemic, pandemic and other similar situations, natural disasters, floods, fires, storms, earthquakes, inundation, and other similar situations, as well as laws and other regulations, including measures taken by state and authorised public authorities in connection with the above events, including any unexpected changes in legislation, even if they are not related to the events listed in this article.
- 16.4. Unless otherwise stipulated in the Contract, the Contract is concluded for an indefinite period.
- 16.5. The Contract may be terminated due to reasons explicitly listed in these GTC and also:
- 16.5.1. by a written agreement of the contracting parties;
 - 16.5.2. by a written notice served by any contracting party without giving any reason, where the notice period is one (1) month and begins on the first day of the month immediately following the month in which the written notice was received by the other contracting party; and
 - 16.5.3. by a written withdrawal of a contracting party due to a significant breach of the Contract by the other contracting party, such withdrawal being effective upon its delivery to the other contracting party; the significant breach of the Contract shall mean also a repeated breach of obligations of which the contracting party has been repeatedly notified in writing by the other contracting party.
- 16.6. The Ordering Party shall not be entitled to transfer or assign any of its rights or obligations from this Contract to any third party without a previous written consent of the Forwarder.
- 16.7. The Ordering Party shall not be entitled to unilaterally set off any of its receivables towards the Forwarder against the receivables of the Forwarder towards the Ordering Party.
- 16.8. The Ordering Party shall not be entitled to provide the Forwarder's services to third parties for a consideration under a different trademark.

In case of any doubts, ambiguities or misunderstandings related to these GTC, the interpretation of the Czech original version takes precedence over any translation in any foreign language.

These GTC become effective as of 1. 6. 2021.

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