FEBO LOGISTIC
www.febologistic.com

GENERAL TERMS AND CONDITIONS OF WAREHOUSING AGREEMENTS

PROVISIONS APPLICABLE TO ALL AGREEMENTS

§1
PRELIMINARY PROVISIONS

1. These GTC constitute a standard contract within the meaning of Article 384 §1 of the CC applied by **FEBO LOGISTIC sp. z o.o.** (*limited liability company*) with its registered seat in Stojadła (Republic of Poland) at Polna 9 Street (postal code: 05-300 Mińsk Mazowiecki), entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku, VI Commercial Division of the National Court Register under KRS number: **0000289610**, with tax identification number: **8222241582** and REGON number: **141098834**, with a share capital of PLN 130.000,00 (one hundred thirty thousand zlotys) paid in full.
2. The GTC apply to all Warehousing Agreements, Transshipment Agreements, and Space Providing Agreements concluded by **Febo Logistic** in relation to the Warehouse.
3. The GTC are available on the **Febo Logistic** website https://febologistic.com/ in tab "Dokumenty" in PDF format, allowing them to be downloaded and saved by the **Client**.
4. In these GTC, the following terms, written with a capital letter, have the meanings assigned to them below:

Warehouse Building	means the warehouse building located in Mińsk Mazowiecki (05-300 Mińsk Mazowiecki) at Juliana Grobelnego 2A Street;
Business Day	means any day other than Saturday or Sunday, or any other day which is a public holiday under the laws of the Republic of Poland;
CC	means the polish Civil Code of April 23, 1964;
Febo Logistic	means **FEBO LOGISTIC sp. z o.o.** (*limited liability company*) with its registered seat in Stojadła (Republic of Poland) at Polna 9 Street (postal code: 05-300 Mińsk Mazowiecki), entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku, VI Commercial Division of the National Court Register under KRS number: **0000289610**, with tax identification number: **8222241582** and REGON number: **141098834**, with a share capital of PLN 130.000,00 (one hundred thirty thousand zlotys) paid in full;
Client	means a person or entity conducting business activity who has concluded one of the Agreements with **Febo Logistic**. A **Client** cannot be a person or entity not conducting business activity;

Warehouse	collectively refers to the Warehouse Building and the Property;
Warehousing	means the service of storing Goods by **Febo Logistic** at the **Client's** request in the Warehouse (in the Warehouse Building and/or on the Property as decided by **Febo Logistic**) under specified conditions, for a defined period as stipulated in the Warehousing Agreement;
Property	means the land plots with identification numbers 5301/9 - plot identifier 141201_1.0001.5301/9 and 5300/15 - plot identifier 141201_1.0001.5300/15, located in Mińsk Mazowiecki (05-300 Mińsk Mazowiecki) at Juliana Grobelnego 2A Street;
GTC	means these General Terms and Conditions of Warehousing Agreements, constituting the basis for **Febo Logistic's** conclusion of Agreements with **Clients**, that together with an Order Confirmation constitute the content of Agreements;
Transshipment	means the service of transshipment of the Goods by **Febo Logistic** at the **Client's** request in the Warehouse (in the Warehouse Building and/or on the Property as decided by **Febo Logistic**) from one means of transport to another, both provided by the **Client**;
Force Majeure	means an external event and its consequences of an extraordinary nature beyond the control of a **Party**, independent of the **Party**, impossible to foresee and prevent using ordinary means and exercising due diligence, such as: wars (including outside the borders of the Republic of Poland if they affect the Agreement), natural disasters, fires, transportation accidents, strikes, road blockades, decisions of public authorities, epidemics, epidemic threat states, etc.;
Party	means **Febo Logistic** or the **Client**;
Parties	means **Febo Logistic** and the **Client** collectively;
Goods	means movable property that will be the subject of Warehousing, Transshipment, or Space Providing, in accordance with the provisions of the GTC;
Warehousing Agreement	means an agreement regarding Warehousing concluded by **Febo Logistic** with the **Client**, based on an Order Confirmation and the GTC, that together constitute the content of a Warehousing Agreement;
Transshipment Agreement	means an agreement regarding Transshipment concluded by **Febo Logistic** with the **Client**, based on an Order Confirmation and the GTC, that together constitute the content of a Transshipment Agreement;

Space Providing Agreement	means an agreement regarding Space Providing concluded by **Febo Logistic** with the **Client**, based on an Order Confirmation and the GTC, that together constitute the content of a Space Providing Agreement;
Agreement	depending on the case, refers to either a Warehousing Agreement, Transshipment Agreement, Space Providing Agreement, or all of these agreements collectively;
Remuneration	means the remuneration due to **Febo Logistic** from the **Client**, depending on the case, for Warehousing, Transshipment, Space Providing, depending on which Agreement was concluded by **Febo Logistic** with the **Client**, in the amount specified in an Order Confirmation;
Space Providing	means the service of providing by **Febo Logistic** at the **Client's** request availability of space in the Warehouse (in the Warehouse Building and/or on the Property as decided **by Febo Logistic**) for the **Client's** storage needs, for a defined period as stipulated in the Space Providing Agreement;
Order Confirmation	means **Febo Logistic's** statement regarding conclusion with the **Client** a Warehousing Agreement, Transshipment Agreement, or Space Providing Agreement, in accordance with the content of an Order Confirmation and the GTC, which statement of will may be revoked by **Febo Logistic** at any time, unless previously accepted by the **Client** in accordance with the provisions of the GTC. Failure by the **Client** to declare refusal to accept an Order Confirmation within 1 (one) hour of receiving an Order Confirmation is equivalent to acceptance of an Order Confirmation.

5. If the GTC refer to a "paragraph" or "section," they always refer to paragraphs or sections of the GTC unless explicitly stated otherwise.

6. Words in the singular include the plural and vice versa, unless expressly stated otherwise in the GTC.

7. These GTC are effective from June 18, 2024.

§2
PARTIES REPRESENTATIONS AND WARRANTIES

1. Each **Party**, upon concluding any of the Agreements, declares and assures the other **Party**, from the moment of an Agreement's conclusion, that:

- **i.** it has not been declared bankrupt, and furthermore, there are no grounds for its bankruptcy declaration;
- **ii.** no restructuring proceedings have been initiated against it, and furthermore, there are no grounds for initiating such proceedings;
- **iii.** it is not aware of any tax or criminal proceedings initiated against it related to its business activities.

2. The **Client**, upon concluding any of the Agreements, declares and assures **Febo Logistic**, from the moment of an Agreement's conclusion, that:

i. its financial situation allows it to fulfil the obligation to pay Remuneration to **Febo Logistic** in accordance with the provisions of an Agreement;
ii. it is aware that for the proper execution of an Agreement by **Febo Logistic**, cooperation on the part of the **Client** is necessary, including providing accurate information and data;
iii. it has reviewed the provisions of the GTC and raises no objections to them, and furthermore, is bound by them.

3. **Febo Logistic**, upon concluding any of the Agreements, declares and assures the **Client**, from the moment of an Agreement's conclusion, that it has legal title to the Warehouse.
4. Each **Party**, upon concluding any of the Agreements, also confirms that it is aware that the other **Party** entered into such an Agreement, trusting the content of the statements made by it in such an Agreement.
5. Each **Party** is obliged to immediately inform the other **Party** of any change in factual circumstances covered by its statements made in a given Agreement.

§3
CLIENT'S REPRESENTATIONS AND WARRANTIES

1. The **Client**, upon concluding a specific Agreement, assures and declares that:
   i. it had the opportunity to familiarize itself with the Warehouse before concluding an Agreement, as well as the access roads to the Warehouse;
   ii. it raises no objections to the Warehouse or its access roads, regardless of whether it availed itself of the opportunity mentioned in point i. above;
   iii. it is aware that the amount of Remuneration is independent of the extent to which the space covered by the Space Provide is used – this representation applies to the Space Providing Agreement;
   iv. it is aware that goods belonging to entities other than the **Client** may be located in/on the Warehouse and raises no objections in this regard;
   v. any Goods delivered by it for Warehousing, Transshipment, or Space Providing will be covered by insurance against all risks in accordance with the provisions of the GTC.
2. The **Client**, upon concluding any of the Agreements, also confirms that it is aware that **Febo Logistic** entered into such an Agreement, trusting the content of the statements and representations made by the **Client** in such an Agreement.

§4
PROVISIONS REGARDING GOODS

1. The **Client** may enter into Agreements with **Febo Logistic** concerning any Goods, subject the following provisions:
   i. the **Client** must have a legal title to the Goods, which does not necessarily need to be ownership, but a legal title authorizing the **Client** to deliver the Goods for Warehousing, Transshipment, or storage under Space Providing;
   ii. the **Client** must specify the type of Goods, including essential data regarding their Warehousing, Transshipment, or storage under Space Providing (conditions), and if not done so, may not raise any objections or claims against **Febo Logistic** in this regard;
   iii. the Goods must not be hazardous goods, including inflammable, perishable, requiring specific storage conditions such as temperature, humidity, or exposure to sunlight, etc.;
   iv. the Goods must not be prohibited by applicable law, or require compliance with legal procedures and/or payment of fees, taxes, etc., which have not been completed, and fees, taxes, etc. have not been paid;

v. the Goods must not be subject to international sanctions, including those imposed on the Russian Federation in connection with the armed conflict in Ukraine;

vi. the Goods must be adequately secured and packaged each time, in a manner suitable for their Warehousing, Transshipment, or storage under Space Providing, and the **Client** is solely responsible for their proper securing and packaging;

vii. the nature of the Goods, including their smell, consistency, packaging, security measures, etc. must not pose a threat to other goods located in the Warehouse.

2. In the event that the Goods do not meet the requirements specified in section 1 above, **Febo Logistic** may refuse their Warehousing, Transshipment, or storage under Space Providing without the **Client's** right to demand a reduction in Remuneration. If the Goods have already been Warehoused, Transhipped, or stored under Space Providing, **Febo Logistic** is entitled to demand their removal from the Warehouse at the **Client's** expense and risk within 12 hours from the delivery of the notice to remove.

3. **Febo Logistic** bears no responsibility for damages to Goods that contradict the provisions of section 1 above.

4. Regardless of the provisions of section 2 and 3 above, if as a result of the Goods not meeting the requirements specified in section 1 above, **Febo Logistic** incurs any direct or indirect damages, the **Client** shall be obliged to fully compensate **Febo Logistic** for such damages.

§5
PROVISIONS REGARDING INSURANCE

1. The **Client** is obligated to insure the Goods delivered for Warehousing, Transshipment, or storage under Space Providing against all risks for an amount corresponding to the value of the Goods and maintain this insurance for the entire period the Goods are (actually) located in the Warehouse.

2. Upon **Febo Logistic's** request, within a non-extendable period of 2 (two) Business Days, the **Client** is obligated to provide **Febo Logistic** with a copy of the insurance policy held pursuant to section 1 above, together with proof of payment of the insurance fee.

§6
WAREHOUSE AVAILABILITY

1. The Warehouse operates on Business Days from 8:00 to 16:00, which the **Client** acknowledges without raising any objections.

2. Regarding Warehousing, section 1 above means that the **Client** may deliver or retrieve Goods from the Warehouse during the specified days and hours, subject to prior notification of these activities in accordance with the GTC. Deliveries or retrievals outside the hours specified in section 1 above may be arranged upon prior agreement with **Febo Logistic** and will incur additional charges payable by the **Client** to **Febo Logistic**, the amount of which will be agreed upon by the **Parties**.

3. Regarding Transshipment, section 1 above means that the **Client** may deliver Goods to the Warehouse together with the means of transport between which Transshipment is to take place during the specified days and hours, subject to prior notification of these activities in accordance with the GTC. Deliveries involving means of transport outside the hours specified in section 1 above may be arranged upon prior agreement with **Febo Logistic** and will incur additional charges payable by the **Client** to **Febo Logistic**, the amount of which will be agreed upon by the **Parties**.

4. Regarding Space Providing, section 1 above means that the **Client** may deliver or retrieve Goods from the Warehouse during the specified days and hours, subject to prior notification of these activities in accordance with the GTC. Deliveries or retrievals outside the hours

specified in section 1 above may be arranged upon prior agreement with **Febo Logistic** and will incur additional charges payable by the **Client** to **Febo Logistic**, the amount of which will be agreed upon by the **Parties**.

5. In relation to Warehousing, Transshipment, and Space Providing, **Febo Logistic** is entitled to label Goods with warehouse labels for identification purposes, attributing the Goods to the respective **Client**. These labels should not damage the Goods.

6. Access to the Warehouse premises is possible via gates in the Warehouse fence for standard vehicles and gates for trucks. Opening and closing of the Warehouse fence gates are managed by the Warehouse manager appointed by **Febo Logistic**. The **Client** or their representatives are not authorized to open and close the Warehouse fence gates.

7. The **Client** and their representatives are obliged to follow the instructions of the Warehouse manager appointed by **Febo Logistic**.

8. Loading and unloading operations of Goods on the Warehouse premises are carried out exclusively in the presence of the Warehouse manager appointed by **Febo Logistic**.

9. Vehicles transporting Goods and entering or exiting the Warehouse premises are verified by the Warehouse manager appointed by **Febo Logistic**. The **Client** undertakes to facilitate these actions by the manager, and in case of failure to comply with this obligation, agrees to pay **Febo Logistic** a contractual penalty in the amount of PLN 300,00 (three hundred Polish zlotys).

10. After loading Goods onto a transport vehicle on the Warehouse premises, the Warehouse manager appointed by **Febo Logistic** ensures its closure.

11. Trucks belonging to the **Client** (or provided by them) may remain on the Warehouse premises only for the time necessary for loading or unloading operations – parking or standing of these trucks on the Warehouse premises outside the time of these activities is prohibited. Drivers of these trucks are required to follow the instructions of the Warehouse manager appointed by **Febo Logistic**.

12. No vehicles belonging to the **Client** or their representatives other than those specified in clause 11 above may be parked on the Warehouse premises.

§7
CONCLUSION OF AGREEMENTS

1. Agreements are concluded by **Febo Logistic** with **Clients** on the GTC's basis following the procedural rules described below.

2. When the **Client** is interested in entering into a specific Agreement with **Febo Logistic**, the **Client** shall send an email inquiry to the **Febo Logistic's** representative email address, regarding the possibility of entering into one of the Agreements (depending on the case).

3. The **Client** is obliged to provide **Febo Logistic** with all information necessary for **Febo Logistic** to prepare an Order Confirmation.

4. Upon receiving the information and data as per section 2 and 3 above, **Febo Logistic** directs to the **Client's** email address from which the inquiry from section 2 above was sent, an Order Confirmation including:

- **i.** for the Warehousing Agreement:
  - **a.** duration of the Warehousing Agreement;
  - **b.** type, weight, dimensions, volume, and cubic capacity of the Goods;
  - **c.** Remuneration, excluding **Febo Logistic's** renumeration for handling the Goods' loading and unloading activities;
  - **d.** details of the means of transport and driver through which the Goods will be delivered to the Warehouse;
- **ii.** for the Transshipment Agreement:
  - **a.** date of the Transshipment;

b. type, weight, dimensions, volume, and cubic capacity of the Goods;
c. details of the means of transport and their drivers between which the Transshipment is to take place;
d. Remuneration;

iii. for the Space Providing Agreement:
a. area covered by the Space Providing;
b. Remuneration, excluding **Febo Logistic's** renumeration for handling the Goods' loading and unloading activities;
c. duration of the Space Providing Agreement.

The content of an Order Confirmation is determined based on negotiations conducted by **Febo Logistic** with the **Client** before the **Febo Logistic** addresses an Order Confirmation to the **Client**. Failure to indicate in a Order Confirmation some of the data indicated in points i. - iii. above, if it is possible to determine them based on the course of these negotiations, does not affect the validity and effectiveness of the Agreement.

5. An Order Confirmation will specify that the GTC apply to an Order Confirmation and an Agreement concluded on its basis.

6. **Febo Logistic** may revoke an Order Confirmation by email – sending the appropriate declaration to the email address to which an Order Confirmation was sent at any time, provided an Order Confirmation has not been previously accepted by the **Client**.

7. Upon receiving an Order Confirmation, the **Client**, wishing to conclude an Agreement consistent with an Order Confirmation and the GTC, should send a statement of acceptance of an Order Confirmation to the email address from which an Order Confirmation was received. The **Client** may accept an Order Confirmation only directly, without reservation of any changes.

8. Failure by the **Client** to submit a statement refusing to accept the Order Confirmation within 1 (one) hour of receiving the Order Confirmation is equivalent to accepting the Order Confirmation.

9. Submission by the **Client** of a statement accepting the Order Confirmation is equivalent to concluding a contract consistent with the Order Confirmation and the GTC.

10. Submission by the **Client** of a statement accepting the Order Confirmation is equivalent to confirming that the **Client** had the opportunity to familiarize themselves with the GTC, and that they have familiarized themselves with them and are bound by them.

11. The **Parties** allow for the possibility of concluding a contract separately from the provisions of this paragraph of the GTC, but this requires explicit, written agreement under the penalty of nullity between the **Parties**.

§8
REMUNERATION

1. The amount of Remuneration for a given Agreement is specified in an accepted Order Confirmation.

2. If during the conclusion of a particular Agreement, the **Parties** have not explicitly agreed otherwise, the agreed Remuneration amount – as indicated in an Order Confirmation accepted by the **Client** – will be a net amount, to which **Febo Logistic** will add value-added tax at the rate applicable on the date of issuing the invoice for the Remuneration amount of a given Agreement. If the **Parties** do not specify during the negotiation whether the amount constitutes a net or gross value, it will be treated between the **Parties** as an agreement for Remuneration in net value.

3. Unless otherwise agreed explicitly between the **Parties** during the negotiation, or unless otherwise stipulated in the GTC, the Remuneration shall be payable within 14 (fourteen)

days from the date of issuing an invoice by **Febo Logistic** for the Remuneration amount, via bank transfer to **Febo Logistic's** bank account specified in an invoice.

4. For Warehousing and Space Providing Agreements, the Remuneration is determined between the **Parties** in an Order Confirmation accepted by the Client:
   - **i.** for such Agreements valid for a period shorter than a month, for the entire period of such Agreement;
   - **ii.** for such Agreements valid for a period longer than a month, for each month of the duration of such an Agreement.
5. For Transshipment Agreements, Remuneration is determined between the **Parties** in an Order Confirmation accepted by the **Client**, for the Transshipment activity.
6. The **Client** is not entitled to set off any of its receivables towards **Febo Logistic** with the Remuneration.
7. The **Client** is not entitled to make Remuneration payments in a currency other than the agreed Remuneration currency.
8. The **Client** agrees to accept electronic invoices issued by **Febo Logistic**.

§9
LIABILITY RULES

1. The **Parties** bear responsibility for non-performance or improper performance of an Agreement, in accordance with the provisions of such an Agreement, as well as the provisions of generally applicable law, unless the provisions of generally applicable law have been modified by the provisions of an Agreement.
2. The **Parties** shall not be liable for non-performance or improper performance of an Agreement if such non-performance or improper performance results from Force Majeure.
3. Regarding **Febo Logistic's** liability for non-performance or improper performance of an Agreement, subject to other provisions of the GTC, the **Parties** agree that:
   - **i.** they exclude **Febo Logistic's** liability for circumstances arising from causes other than intentional fault of **Febo Logistic**;
   - **ii.** **Febo Logistic** is liable to the **Client** only for actual damages resulting from intentional fault of **Febo Logistic**;
   - **iii.** **Febo Logistic** is not liable for lost profits or other benefits that the **Client** would have obtained if an Agreement had been performed properly by **Febo Logistic**;
   - **iv.** the maximum limit of **Febo Logistic's** liability for non-performance or improper performance of an Agreement by **Febo Logistic** is equal to **Febo Logistic's** Remuneration for the performance of a given Agreement.

§10
DURATION OF AGREEMENTS

1. In the case of Warehousing and Space Providing Agreement, such an Agreement is concluded between **Febo Logistic** and the **Client** for a mutually agreed specific period – as indicated in an Order Confirmation accepted by the **Client**.
2. The **Client** may not terminate or dissolve an Agreements referred to in section 1 above during their validity period, remaining obligated to pay the Remuneration for the entire duration of their validity.
3. **Febo Logistic** is entitled to terminate Agreements referred to in section1 above without a notice period in the following cases:
   - **i.** non-conformity of the Goods with the GTC or an Order Confirmation, including their weight, dimensions, volume, capacity, and type;
   - **ii.** **Client's** payment arrears to **Febo Logistic**;

iii. contamination of the Warehouse by the Goods or threats of contamination of the Warehouse by the Goods.

4. In the case of a Transshipment Agreement, such an Agreement is concluded between **Febo Logistic** and the **Client** for the duration of the Transshipment operation.

5. In the event of cancellation of the Transshipment operation covered by a Transshipment Agreement or failure to provide the Goods and transport means specified in such an Agreement, the **Client** is obligated to pay **Febo Logistic** a contractual penalty amounting to 30% (thirty percent) of the agreed Remuneration in net amount.

§11
ADDITIONAL PROVISIONS

1. Agreements concluded the GTC basis are governed by Polish law.

2. Any amendments or supplements to an Agreement concluded on the GTC basis, unless expressly stated otherwise in the GTC, require written form under pain of nullity.

3. If any provision of an Agreement concluded on the GTC basis is found to be invalid or unenforceable, the remaining provisions shall remain valid and binding as if the invalid provision did not exist, provided that this does not affect the essence of such an Agreement. In such a case, the **Parties** shall negotiate in good faith to establish an effective replacement provision for the invalidated or unenforceable provision.

4. Reservation of contractual penalties in the GTC do not exclude **Febo Logistic's** right to claim damages from the **Client** exceeding the amount of reserved contractual penalties.

5. The court having jurisdiction to settle disputes arising between the **Parties** to the Agreements directly or indirectly related to the Agreements will be, in the case of matters reserved in first instance for district courts - the District Court for the capital city of Warsaw in Warsaw (*Sąd Rejonowy dla m. st. Warszawy w Warszawie*), and in the case of matters reserved in first instance for regional courts - the Regional Court in Warsaw (*Sąd Okręgowy w Warszawie*).

§12
WAREHOUSING AGREEMENT

1. Under the Warehousing Agreement, **Febo Logistic** undertakes to Warehousing the Goods subject to a Warehousing Agreement on behalf of the **Client** in the Warehouse (within the Warehouse Building and/or Property, depending on **Febo Logistic's** decision), with specified parameters such as type, weight, dimensions, volume, and capacity, for the duration specified in a Warehousing Agreement. **Febo Logistic** is not obligated to Warehousing Goods with parameters other than those specified in the Warehousing Agreement.

2. The general rule is that the **Client** shall, at their own cost and risk, deliver the Goods to be Warehousing to the Warehouse; however, the **Parties** may enter into a separate agreement under which **Febo Logistic** will deliver the Goods to the Warehouse for Warehousing purposes.

3. The **Client** may deliver the Goods for warehousing during the period indicated in paragraph 6 section 1 of the GTC as the operational period of the Warehouse, subject to further provisions of the GTC.

4. Regardless of other provisions of the GTC, the **Client** is obligated to notify each planned delivery of Goods for Warehousing. Notification must be made 24 (twenty-four) hours in advance. For validity, notification must be in the form of an email and include:

i. the date and time of delivery of the Goods for Warehousing, which must be agreed upon in advance with **Febo Logistic**, with **Febo Logistic** having the right to change

the date indicated by the **Client** and previously agreed upon with **Febo Logistic** if necessary;

ii. the type, weight, dimensions, volume, and capacity of the Goods, in accordance with a Warehousing Agreement;

iii. detailed information about the means of transport through which the Goods will be delivered for Warehousing, including their registration numbers, and details of the driver of this means of transport.

5. If the **Client** fails to fulfil the obligations arising from section 3 and 4 above, **Febo Logistic** may refuse to Warehousing the Goods, without the **Client** being entitled to demand a reduction in the Remuneration.

6. **Febo Logistic's** failure to raise objections to the Goods, including observed damages at the time of receipt for Warehousing, does not preclude **Febo Logistic's** right to raise them at a later date, provided that for damages etc. that could have been easily noticed during the transfer of the Goods for Warehousing, such objections may be raised within 7 (seven) days from the transfer of the Goods for Warehousing, and for damages etc. that could not have been easily noticed during the transfer of the Goods for Warehousing, such objections may be raised within 7 (seven) days from their notice.

7. The general rule is that the **Client** shall, at their own cost and risk, take delivery of the Goods from the Warehouse; however, the **Parties** may enter into a separate agreement under which **Febo Logistic** will transport the Goods from the Warehouse to the agreed delivery location.

8. The Client may collect the Goods subject to Warehousing during the period indicated in paragraph 6 section 1 of the GTC as the operational period of the Warehouse, subject to further provisions of the GTC.

9. Regardless of other provisions of the GTC, the **Client** is obligated to notify each planned collection of Goods subject to Warehousing. Notification, constituting a request for the release of Goods subject to Warehousing, must be made 24 (twenty-four) hours in advance. For validity, notification must be in the form of an email and include:

i. the date and time of collection of Goods subject to Warehousing, which must be agreed upon in advance with **Febo Logistic**, with **Febo Logistic** having the right to change the date indicated by the **Client** and previously agreed upon with **Febo Logistic** if necessary;

ii. the type, weight, dimensions, volume, and capacity of the Goods;

iii. detailed information about the means of transport through which the Goods will be collected subject to Warehousing, including their registration numbers, and details of the driver of means of transport – this driver will be authorized to collect the Goods, and the **Client** waives any claims against **Febo Logistic** concerning the release of Goods to the driver indicated by the **Client**.

10. If the **Client** fails to fulfil the obligations arising from section 8 and 9 above, **Febo Logistic** may refuse to release the Goods subject to Warehousing, without the **Client** being entitled to demand a reduction in the Remuneration.

11. **Febo Logistic** may refuse to release the Goods subject to Warehousing, without the **Client** being entitled to demand a reduction in the Remuneration or to make other claims against **Febo Logistic**, in the event of the **Client's** default on overdue payments to **Febo Logistic**, until such payments are settled by the **Client** – during this period, **Febo Logistic** retains the right of lien on the Goods as security for the payment of overdue payments due to **Febo Logistic** from the **Client**.

12. The **Client's** failure to raise objections to the Goods on the day of their release from Warehousing excludes the **Client's** right to make any claims against **Febo Logistic** regarding the condition in which the Goods were released to the **Client**, as well as the Warehousing operations.

13. **Febo Logistic** has discretion regarding the method of Warehousing, understood in such a way that **Febo Logistic** determines the method of Warehousing.
14. Within the scope of Warehousing, **Febo Logistic** is authorized to place the Goods on warehouse shelves or other similar installations intended for Warehousing in the Warehouse.
15. The activities of unloading the Goods for Warehousing and loading onto the means of transport upon release from Warehousing constitute additional services not covered by the Remuneration for Warehousing, and this additional remuneration will be agreed upon between the **Parties** on a case-by-case basis.

§13
TRANSSHIPMENT AGREEMENT

1. Under the Transshipment Agreement, **Febo Logistic** undertakes to transship Goods within the Warehouse premises (within the Warehouse Building and/or Property, depending on **Febo Logistic's** decision) from one transport means to another, both provided by the **Clien**t.
2. The general rule is that the **Client** shall, at their own cost and risk, deliver the Goods for Transshipment to the Warehouse, and also provide the transport means involved in the Transshipment. However, the **Parties** may enter into a separate agreement under which **Febo Logistic** will deliver the Goods to the Warehouse for the purpose of Transshipment or provide the transport means onto which the Goods will be Transhipped.
3. The **Client** is obligated to deliver the Goods for Transshipment and provide the transport means onto which the Transshipment will occur, during the period indicated in paragraph 6 section 1 of the GTC as the operational period of the Warehouse, subject to further provisions of the GTC.
4. Regardless of other provisions of the GTC, the **Client** is obligated to notify each planned delivery of Goods for Transshipment, as well as the arrival of the transport means onto which the Transshipment will occur. Notification must be made 24 (twenty-four) hours in advance. For validity, notification must be in the form of an email and include:
   - **i.** the date and time of delivery of Goods subject to Transshipment and the positioning of the transport means onto which the Transshipment will occur, which must be agreed upon in advance with **Febo Logistic**, with **Febo Logistic** having the right to change the date indicated by the **Client** and previously agreed upon with **Febo Logistic** if necessary;
   - **ii.** the type, weight, dimensions, volume, and capacity of the Goods, in accordance with a Transshipment Agreement;
   - **iii.** detailed information about the transport means through which the Goods will be delivered for Transshipment, as well as the transport means onto which the Transshipment will occur, including their registration numbers, and details of the drivers of these transport means.
5. If the **Client** fails to fulfil the obligations arising from section 3 and 4 above, **Febo Logistic** may refuse to Transshipment the Goods, without the **Client** being entitled to demand a reduction in the Remuneration.
6. **Febo Logistic's** failure to raise objections to the Goods, including observed damages at the time of receipt for Transshipment, does not preclude **Febo Logistic's** right to raise them at a later date, provided that for damages etc. that could have been easily noticed during the transfer of the Goods for Transshipment, such objections may be raised within 7 (seven) days from the transfer of the Goods for Transshipment and for damages etc. that could not have been easily noticed during the transfer of the Goods for Transshipment, such objections may be raised within 7 (seven) days from their notice.

7. **Febo Logistic** may refuse to release the Goods subject to Transshipment, without the **Client** being entitled to demand a reduction in the Remuneration or to make other claims against **Febo Logistic**, in the event of the **Client's** default on overdue payments to **Febo Logistic**, until such payments are settled by the **Client** – during this period, **Febo Logistic** retains the right of lien on the Goods as security for the payment of overdue payments due to **Febo Logistic** from the **Client**.
8. The **Client's** failure to raise objections to the Goods upon completion of the Transshipment excludes the **Client's** right to make any claims against **Febo Logistic** regarding the condition in which the Goods were Transhipped, as well as the Transshipment operations.

§14
SPACE PROVIDING AGREEMENT

1. Under the Space Providing Agreement, **Febo Logistic** undertakes to provide the **Client** with availability of a specified space/area within the Warehouse (within the Warehouse Building and/or Property, depending on **Febo Logistic's** decision) for the entire duration of a Space Providing Agreement, for the purpose of storing Goods by the **Client** on that space/area.
2. Under a Space Providing Agreement, **Febo Logistic**:
   - **i.** is not obligated to provide a permanently designated space/area, as its obligation is to ensure constant availability of an area/space of dimensions specified in an Order Confirmation, which may consist of variable parts of the Warehouse;
   - **ii.** is not obligated to provide the area/space in one single fragment, as it may consist of several fragments in different parts of the Warehouse, and it is sufficient for the combined area/space of these fragments in different parts to correspond to the dimensions specified in an Order Confirmation;
   - **iii.** may provide the area/space on warehouse racks or other similar installations designed for storage in the Warehouse;
   - **iv.** ensures availability of the area/space of dimensions specified in an Order Confirmation for the entire duration of a Space Providing Agreement.
3. Unloading of Goods for storage under a Space Providing Agreement and loading onto a transport means upon release from the Warehouse constitute additional services not covered by the Remuneration for Space Providing, and such additional remuneration shall be agreed upon between the Parties on an ongoing basis.
4. **Febo Logistic** has the discretion regarding the manner of storing Goods under a Space Providing Agreement, meaning that **Febo Logistic** determines the method of storing Goods within the area/space covered by a Space Providing Agreement.
5. Within the storage of Goods under a Space Providing Agreement, **Febo Logistic** is authorized to place Goods on warehouse racks or other similar installations designated for this purpose within the Warehouse.
6. The general rule is that the **Client** delivers Goods to the Warehouse at their own cost and risk for storage under a Space Providing Agreement. However, the **Parties** may enter into a separate agreement under which **Febo Logistic** will deliver the Goods to the Warehouse for storage under a Space Providing Agreement.
7. The **Client** may deliver Goods for storage under a Space Providing Agreement during the period indicated in paragraph 6 section 1 of the GTC as the operational period of the Warehouse, subject to further provisions of the GTC.
8. Regardless of other provisions of the GTC, the **Client** is obligated to notify each planned delivery of Goods for storage under a Space Providing Agreement. Notification must be made 24 (twenty-four) hours in advance. For validity, notification must be in the form of an email and include:

i. the date and time of delivery of Goods for storage under a Space Providing Agreement, which must be agreed upon in advance with **Febo Logistic**, with **Febo Logistic** having the right to change the date indicated by the **Client** and previously agreed upon with **Febo Logistic** if necessary;
ii. the type, weight, dimensions, volume, and capacity of the Goods;
iii. detailed information about the transport means through which the Goods will be delivered for storage under a Space Providing Agreement, including its registration numbers, and details of the driver of this transport means.

9. If the **Client** fails to fulfil the obligations arising from section 7 and 8 above, **Febo Logistic** may refuse storage under a Space Providing Agreement for the specified Goods, without the **Client** being entitled to demand a reduction in the Remuneration.
10. **Febo Logistic's** failure to raise objections to the Goods, including observed damages at the time of receipt for storage under a Space Providing Agreement, does not preclude **Febo Logistic's** right to raise them at a later date, provided that for damages etc. that could have been easily noticed during the transfer of Goods for storage under a Space Providing Agreement, such objections may be raised within 7 (seven) days from the transfer of Goods for storage under a Space Providing Agreement, and for damages etc. that could not have been easily noticed during the transfer of Goods for storage under a Space Providing Agreement, such objections may be raised within 7 (seven) days from their notice.
11. The general rule is that the **Client** retrieves Goods from the Warehouse at their own cost and risk. However, the **Parties** may enter into a separate agreement under which **Febo Logistic** will transport the Goods from the Warehouse to an agreed delivery location.
12. The **Client** may retrieve Goods covered by storage under a Space Providing Agreement during the period indicated in paragraph 6 clause 1 of the GTC as the operational period of the Warehouse, subject to further provisions of the GTC.
13. Regardless of other provisions of the GTC, the **Client** is obligated to notify each planned retrieval of Goods covered by storage under a Space Providing Agreement. Notification, which also serves as an instruction for the release of Goods covered by storage under a Space Providing Agreement, must be made 24 (twenty-four) hours in advance. For validity, notification must be in the form of an email and include:
    i. the date and time of retrieval of Goods covered by storage under a Space Providing Agreement, which must be agreed upon in advance with **Febo Logistic**, with **Febo Logistic** having the right to change the date indicated by the **Client** and previously agreed upon with **Febo Logistic** if necessary;
    ii. the type, weight, dimensions, volume, and capacity of the Goods;
    iii. detailed information about the transport means through which the Goods covered by storage under a Space Providing Agreement will be retrieved, including its registration numbers, and details of the driver of this transport means – this driver will be authorized to retrieve the Goods, and the **Client** waives any claims against **Febo Logistic** regarding the release of Goods to the driver indicated by the **Client**.
14. If the Client fails to fulfil the obligations arising from section 12 and 13 above, **Febo Logistic** may refuse to release Goods covered by storage under a Space Providing Agreement, without the **Client** being entitled to demand a reduction in the Remuneration.
15. **Febo Logistic** may refuse to release Goods covered by storage under a Space Providing Agreement, without the **Client** being entitled to demand a reduction in the Remuneration or to make other claims against **Febo Logistic**, in the event of the **Client's** default on overdue payments to **Febo Logistic**, until such payments are settled by the **Client** – during this period, **Febo Logistic** retains the right of lien on the Goods as security for the payment of overdue payments due to **Febo Logistic** from the **Client**.
16. The **Client's** failure to raise objections to the Goods on the day of release of Goods from the Warehouse excludes the **Client's** right to make any claims against **Febo Logistic**

regarding the condition in which the Goods were released to the **Client**, as well as the operations under the Space Providing.