



FULFILLMENT-BOX

Contract:

HotPart GmbH hereinafter referred to as the Company, represented by the owner Grenz Vitali, on the one hand, and _____, hereinafter referred to as the Bailor, represented by the General Director _____, acting on the basis of the Charter on the other hand, have entered into this Agreement on the following:

1. THE SUBJECT OF THE AGREEMENT

1.1. The Bailor instructs, and the Company undertakes to carry out the following operations with the Bailor's goods at the warehouse of the Company's goods in accordance with the current Agreement:

- 1.1.1. acceptance of the Bailor's goods to the warehouse of the Company;
- 1.1.2. dispatch of the Bailor's goods from the warehouse of the Company;
- 1.1.3. unloading and loading operations, delivery, storage, accounting of the Bailor's goods in units in which the goods were transferred for storage (pallets / boxes);
- 1.1.4. make other marking of the Bailor's cargo;
- 1.1.5. if necessary, draw up and conduct an inventory of the Bailor's goods at his request in accordance with the previously agreed cost of the service;

1.2. The company provides the above services on the basis of a written application from the Bailor and in accordance with the terms of this Agreement and the tariffs agreed in writing.

1.3. Tariffs for the services of the Company are agreed in writing upon receipt of an application for the service from the Bailor.

2. PROCEDURE OF RECEIPT-TRANSFER OF GOODS

2.1. Acceptance of the Bailor's goods to the warehouse of the Company is documented by an acceptance certificate.

- 2.1.1. Acceptance of the Bailor's goods to the warehouse of the Company is formalized by entering them into the online goods accounting table in real time.

2.2. The return by the Company of the goods to the Bailor is drawn up by an act of acceptance and transfer.

- 2.2.1. The return of the goods by the Company to the Bailor is documented in the online goods accounting table and in the attachment in the form of a packing slip.

2.3. Issuance and dispatch of the Bailor's goods from the warehouse of the Company to third parties is issued by the invoice of the Company.

- 2.3.1. The delivery and dispatch of the Bailor's goods from the warehouse of the Company to third parties is drawn up by a bill of lading of the carrier and an attachment in the form of a packing list.

3. OBLIGATIONS OF THE COMPANY

- 3.1. The company undertakes to provide the following services as requested by the Bailor:
- 3.1.1. Unloading and receiving goods to the warehouses of the Company in accordance with their status;
 - 3.1.2. Storage of Goods in the warehouses of the Company;
 - 3.1.3. Preparation of the Goods for shipment, i.e. sorting, picking, packaging;
 - 3.1.4. Delivery of the Goods and loading;
 - 3.1.5. Registration of accompanying documents for the dispatch of goods from the warehouse at the request of the Bailor and for an additional fee.
- 3.2. Acceptance of the Goods to the warehouse is carried out according to the number of places and in the complete set (boxes / pallets) specified by the goods acceptance certificate.
- 3.2.1. Acceptance of the Goods to the warehouse is carried out according to the number of places and in the complete set (boxes / pallets) specified in the online inventory table and / or packing list.
- 3.3. The Company is not responsible for the contents and their quantity in the indicated boxes / pallets / other agreed cargo units in which the Goods arrive for storage, before the inventory is carried out, if necessary, the latter and subject to the integrity of the package of the cargo unit.
- 3.4. In case of inconsistencies of the Goods with the number of places indicated in the acceptance certificate of goods / packing list or damage to the Goods, a warehouse statement is drawn up.
- 3.4.1. In case of inconsistencies of the Goods with the number of places indicated in the acceptance certificate of goods / packing list or damage to the Goods, the Company notifies the Bailor in writing with the attachment of a photo / video report by prior agreement and according to the tariffs of the Company.
 - 3.4.2. The Company has the right, upon written agreement with the Bailor, to handle the Goods (including, without the mediation of a court, sell or destroy or transfer to third parties on behalf of the Bailor) in accordance with the procedure established by the Company and / or Germany law, if this need is due to the danger of the Goods to people, for another product or other kind of hazard that affects the environment.

4. OBLIGATIONS OF THE BAILOR

- 4.1. The Bailor undertakes to inform the Company in advance, no later than two calendar days in advance, about the dispatch of the Bailor's Goods to the warehouse of the Company by providing information via E-mail.
- 4.1.1. Before sending the Bailor's goods to the Enterprise's warehouse, the Depositor undertakes to receive from the Company a written confirmation (by E-mail) about the possibility of accepting and placing the relevant Bailor's goods at the Enterprise's warehouse.
 - 4.1.2. In case of non-compliance with subparagraph 4.2.1 of this agreement, the Company has the right to refuse the Bailor in accepting and placing its goods at the warehouse of the Company.
- 4.2. To send the Goods from the warehouse or to carry out other operations with the Goods, the Bailor is obliged to provide his client number and data on the Goods, if such a request is received from the Company.

5. TERMS OF PAYMENT

- 5.1. The Bailor pays for all services provided by the Company, according to the invoice or email, unless otherwise agreed upon.
- 5.2. The Bailor pays the cost of the services provided by the Company prior to their performance within 5 (five) calendar days from the date of receipt of the original invoice or a copy thereof sent by E-mail, unless otherwise was previously agreed by the Parties.
- The Bailor makes payment by transferring funds to a bank account, or using a previously agreed payment system.

5.3. If the goods are removed from the warehouse of the Company without storage, or the remains of the goods that were in storage are removed, the Bailor undertakes to pay for the services of the Company before the export of the goods.

5.4. Invoices are issued in EUR, unless otherwise agreed by the Parties.

5.5. During the term of the Agreement, the Company has the right to change the prices for services in accordance with the rules described in this clause. The company may change the agreed prices for services if it informs the Bailor in writing in advance, 5 (five) calendar days in advance, by sending new prices by E-mail. If the Bailor is not satisfied with the price change, then within 3 (three) calendar days from the date of receipt of the new quotations, the Bailor must notify the Company by means of a reply email. If the Bailor sent a refusal to accept the new prices, the Company has the right to refuse to provide services (to accept orders for execution), as well as to terminate the Agreement unilaterally. If the Bailor has not sent such a refusal, then the Company has the right to consider the new prices accepted by the Bailor.

5.6. The Company has the right to use the right to detain the goods stored in the warehouse and the Bailor's documents after 10 (ten) days from the date of the breach of obligations and until their complete fulfillment (including before full payment of bills) by the Bailor, provided that the Company notified the Depositor of the debt. In this case, the Parties must, within 120 (one hundred twenty) calendar days, come to a single decision on the settlement of this conflict. Otherwise, the Company gets the opportunity to use the right to detain the Goods in the warehouse, as well as documentation. If the Bailor does not pay the Company's invoice within 30 (thirty) days after the expiration of the payment deadline and receipt of notification of the debt, and also, it is not possible to reach a solution to the issue in a contractual manner, all disputes and disagreements will be resolved in accordance with Germany law.

6. WARRANTY

6.1. The Bailor guarantees timely payment for all services provided by the Company related to the acceptance and processing of the Bailor's goods at the Company's warehouse and the application of procedures to the goods, in accordance with Section 5 of the Agreement.

6.2. The Company guarantees the safety of the Goods and bears full financial responsibility for the Goods accepted for storage, as well as the conditions necessary to ensure the further possibility of using the Goods for its intended purpose during the expiration date set for the Goods. The Company has no right to use the property accepted for storage.

7. DURATION OF THE CONTRACT

7.1. This Agreement is concluded for a period of one year and comes into force from the moment of its signing.

7.2. After the expiration of this Agreement - the Agreement may be automatically renewed, unless otherwise agreed between the Parties.

7.3. The Parties may terminate the Agreement before the expiration of the Agreement by notifying the other Party in writing one month before the planned termination date of this Agreement.

7.4. The Company, at its discretion, may terminate the fulfillment of obligations or terminate the Agreement without specified in clause 6.3. prior notification immediately after the Firm's delay in paying the invoice exceeds thirty (30) calendar days.

8. LIABILITY OF THE PARTIES

8.1. During the acceptance of the Goods to the warehouse of the Enterprise:

8.1.1. if the packaging of the Goods allows you to identify the Goods by name, number of pieces and weight with the data specified in the Bailor's application, the Company is responsible for accepting the Goods to the warehouse and processing it in accordance with the clauses of this Agreement;

8.1.2. if the Goods have integral packaging (welded pallets or boxes, etc.), in which it is not possible to check the conformity of the Goods to the application, the Company accepts the Bailor's Goods in accordance with the number of packages (packages) presented in the application.

8.2. In the event of theft, destruction, damage of the Bailor's Goods stored in the warehouse of the Enterprise, the Enterprise shall within 10 (ten) days reimburse the Bailor for the losses caused by this, in particular in the case of:

- theft or destruction of the Goods - within the purchase invoice prices of the Goods;
- damage to the Goods - in the amount of the reduction amount within the purchase invoice prices of the Goods.

8.3. If, as a result of damage, the Goods cannot be used for their intended purpose, the Bailor has the right to refuse such Goods and demand from the Company to reimburse its full value within the purchase invoice prices of the Goods.

8.4. The Company is liable for damage or loss of the Bailor's Goods stored at the Enterprise's warehouse within the purchase invoice prices of the Goods.

8.5. The Company is not responsible for the correctness of the data on the Goods specified in the application and other documents regarding the Goods, its legality and compliance with all norms and requirements provided for by Germany law.

8.6. In the event that one of the Parties violates the terms of the Agreement and the obligations assumed under the Agreement, and thereby damages the other Party, the guilty Party shall be liable for compensation for all losses incurred by the other Party, unless otherwise provided by this Agreement.

8.7. Termination of the Agreement does not release the guilty Party from compensation for losses within the purchase invoice prices of the Goods to the other Party.

9. CLAIMS

9.1. In case of violation by the Parties of the terms of this Agreement, each of the Parties has the right to file a claim to the other Party within 120 (one hundred twenty) calendar days from the moment when the Party learned or should have learned about non-compliance with the terms or obligations.

9.2. The Party is obliged to consider the received claim within 10 (ten) calendar days from the date of its receipt and submit to the other Party proposals on the mechanism and terms for the settlement of the claim. In the absence of an agreed decision, the dispute may be resolved in court in accordance with Germany law.

10. FORCE MAJEURE

10.1. Neither party is liable for failure to fulfill the obligations of this Agreement or delay in its implementation if the said failure or delay is due to unforeseen circumstances (Force Majeure). Unforeseen circumstances in this Agreement mean any laws, rules and orders issued by institutions of state power and administration that interfere with the fulfillment of obligations; war, any civil disturbances, strikes, and other circumstances that impede the normal work of the Parties; fires, floods and other natural disasters beyond the control of the Parties. The injured Party must immediately inform the other Party about the circumstances of Force Majeure and their consequences, as well as take all measures to reduce the negative consequences of Force Majeure.

11. OTHER CONDITIONS

11.1. All changes and additions to this Agreement will be valid and are an integral part of the Agreement if they are made in writing and signed by both Parties.

11.2. This Agreement is drawn up in two copies with equal legal force, one copy for each of the Parties.

11.3. The rights and obligations under this Agreement, as well as the Agreement itself, cannot be transferred to third parties without the consent of the Parties, with the exception of the Germany state customs, financial and legal authorities.

11.4. The parties will take all possible measures to resolve disputes and disagreements that may arise during the implementation of the Agreement. If the Parties do not come to an agreement through negotiations, all disputes and disagreements shall be resolved by the Germany Court.

12. LEGAL ADDRESSES OF THE PARTIES

COMPANY:

BAILOR:

HotPart GmbH
Walter-Geerdes-Str. 14
28307 Bremen
info@fulfillment-box.de
Fon: +49 421 668 9414 0

Date

Date