# AGREEMENT No. WP/0\_\_\_\_\_\_\_\_\_/2024

**for the Provision of Logistics and Storage Services**

**Tallinn,**

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**2024**

Wapi OÜ, reg. No.:14699305, legal address: Harju maakond, Tallinn, Mustamäe linnaosa, Kadaka tee 7, 12915, hereinafter referred to as the “Contractor”, represented by member of the board Olegs Aingors, acting on the basis of the Articles of Association, on the one hand, and

\_\_\_\_\_\_\_\_\_, reg No: \_\_\_\_\_\_\_\_\_, legal address: \_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Customer”, represented by \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, acting on the basis of the \_\_\_\_\_\_\_\_\_, hereinafter jointly referred to as the Parties or individually as the Party, have concluded an agreement for the provision of logistics and storage services (hereinafter referred to as the Agreement):

# SUBJECT OF THE AGREEMENT

1.1. The Agreement regulates the relations of the Parties when the Contractor fulfills the Customer’s orders for the planning, arrangement of transportation and forwarding services for the goods (parcels), as well as storage of the Customer’s goods and provision of other Services which are separately agreed by the Parties upon necessity (hereinafter referred to as the Services).

1.2. The Customer instructs, and the Contractor assumes the obligation to arrange and provide the Services according to the order (hereinafter referred to as the Order). The Contractor shall arrange the transfer of the Customer’s goods to the final recipient (hereinafter referred to as the Recipient) according to the terms of the Order.

# GENERAL TERMS OF THE PROVISION OF SERVICES

* 1. **The Services include:**

2.1.1. acceptance of the Customer’s goods in the Contractor’s warehouse;

2.1.2. storage of the Customer’s goods in the warehouse;

2.1.3. selection of goods for delivery to the Recipient;

2.1.4. taking inventory upon the Customer’s request;

2.1.5. completing and delivery of goods (parcels) to the Recipient;

2.1.6. execution and attachment of transportation documentation to the parcel;

2.1.7. delivery and/or return of goods (parcel);

2.1.8. provision the Customer with access to the Contractor’s logistics system “Application Programming Interface” (hereinafter referred to as the API);

2.1.9. collection of funds from the Recipient as the payment for the goods in the interests of the Customer;

2.1.10. other separate types of additional services, which are additionally agreed by the Parties.

2.2. The Contractor shall store the Customer’s goods in the subcontractor’s warehouse which is located in the country of delivery of the goods (parcel) or in the country of the own choice (hereinafter referred to as the Warehouse). The Contractor shall ensure the storage of goods (cargo) in the warehouse in accordance with the legislation of the EU.

1. **PLANNING OF TRANSPORTATION AND DELIVERY**

3.1. The Contractor shall provide the Customer with the access to the Contractor’s logistics system API, in which the Customer registers the Order for the Services no later than 12:00 of the day preceding the beginning of provision of the Service. The Contractor shall have the right to inform of the refusal to fulfill the received Order.

3.2. The Customer shall indicate the following information in the Order:

3.2.1. addresses of delivery with the contact details of the Recipient (name, surname, phone, email);

3.2.2. name (code) of the goods, number of seats;

3.2.3. provisions of payment for the goods by the Recipient;

3.2.4. name, cost and quantity of units of goods;

3.2.5. other information upon the Contractor’s request.

3.3. The time of delivery to the Recipient specified in Clause 3.1 hereof is 3 (three) - 4 (four) business days in the country of delivery of the goods (parcel). The time for returning to the Contractor’s warehouse according to outstanding Orders should not exceed 10 (ten) days in the country of delivery of the goods (parcel).

3.4. If at the time of receipt of the goods the Recipient refuses to accept the goods or to pay, the Contractor shall deliver the goods back to the Warehouse and shall ask the Customer to provide the necessary instructions on handling goods. The Customer shall pay for this delivery and further actions with the goods.

1. **LIABILITIES OF THE PARTIES**

**4.1. Contractor's obligations:**

4.1.1. The Contractor shall provide the Services according to the Customer’s Orders in strict adherence to the conditions of the received Order and in accordance with the Agreement.

4.1.2. The Contractor shall arrange the delivery of the goods entrusted by the Customer to the specified destination and shall transfer it to the Recipient as the final buyer.

4.1.3. The Contractor shall immediately inform the Customer about the problems arising in the process of fulfilling obligations hereunder.

4.1.4. The Contractor shall ensure the acceptance of the Customer’s goods in the Warehouse.

4.1.5. The Contractor shall consolidate the dispatch of goods (cargo) on the basis of the Order upon the Customer’s request.

4.1.6. The Contractor shall conduct an inventory of the Customer's goods upon the Customer’s request and for the set fee.

* 1. **Contractor’s rights:**

4.2.1. The Contractor shall have the right to use the third parties for the fulfilment of the obligations hereunder. The Contractor shall be fully responsible for the actions of the contractors.

4.2.2. If the Contractor identified a defect of the goods or other discrepancies of the goods before the acceptance of the goods, the Contractor shall have the right to refuse to accept goods to the warehouse and/or refuse to fulfill the Order. In this case, the Contractor shall inform the Customer about the reason for the refusal to fulfill the Order. The Contractor shall have the right to accept the defective goods in the Warehouse, in this case, the Customer shall pay for the storage of the received defective goods in the Warehouse and other Services provided by the Contractor that are associated with the servicing of the defective goods in the Warehouse.

4.2.3. If the Recipient is unavailable and the goods cannot be transferred to the Recipient, the Contractor shall return the goods to the Warehouse. The Customer shall pay all costs associated with the return of the goods. The Customer shall provide further guidance on the delivery of these goods.

4.2.4. The Contractor may change the prices for the Services by sending new prices for the Contractor’s Services by letter to the Customer’s legal address or to Customer’s e-mail, which is specified in the Agreement, 10 (ten) days before the entry into force of the prices of the Services. The changes in the prices shall come into force on the day specified in the notice of changes in the prices.

4.2.5. The Contractor shall have the right to request a commercial invoice from the Customer for the sale of goods between the Customer as the seller and the Recipient as the buyer of the goods.

# Customer’s obligations:

4.3.1. The Customer shall provide all the necessary information about the transportation of goods and the nature of the goods.

4.3.2. The Customer shall timely fulfill its obligations for the Contractor to fulfill its obligations.

4.3.3. The Customer shall present for the transportation the goods that are correctly executed, in appropriate packaging, protected from damage and spoilage.

4.3.4. For the Contractor to fulfill its obligations hereunder, the Customer shall provide the necessary documentation required for proper servicing in the Warehouse and for delivery of the Customer's goods to the Recipient.

4.3.5. The Customer shall be responsible for the payment of all taxes associated with the goods (import of goods into the country of delivery upon delivery to the Recipient), and shall be also responsible for registration of the goods and marking of the goods in accordance with the legislation of the country of delivery of the particular goods.

4.4. The Customer shall guarantee and confirm that it is the owner of the goods or has the legal rights to dispose of the goods hereunder.

4.5. The Customer agrees that the fact of receipt of the goods shall be confirmed by the certificate, which can be drawn up in electronic or paper form.

4.6. The Customer agrees that the goods (cargo) can be subjected to additional inspection upon necessity both by the Contractor and by competent state institutions.

# PAYMENT PROCEDURE THROUGH THE CONTRACTOR (COD)

5.1. If it is specified in the Order that the Recipient of the goods makes payment for the cargo as for the goods at the time of its receipt, the Contractor shall be obliged to collect funds (payment for the goods) from the Recipient in the interests of the Customer. If it is not specified in the Order that the Contractor should collect funds, as a result of which the goods were given without payment, the Customer shall not have the right to make claims to the Contractor on this fact.

5.2. The Customer is informed that by collecting funds from the Recipient, the Contractor credits these funds to the own current account in order to transfer these funds further to the Customer, thereby the Contractor shall use the own current account only as a transit account in order to transfer the Recipient’s payment for the goods to the Customer.

5.3. If there is a note in the Order that the Recipient pays for the goods by transferring payment to the Contractor, the Contractor shall not have the right to transfer the goods without receipt of the payment and the Contractor shall be obliged to make sure that the Recipient has made the full payment.

5.4. IF Collection of funds for the goods from the Recipient will be made in cash, The Contractor shall not verify the authenticity of funds. The Contractor shall not be responsible for the authenticity of the funds.

5.5. If in the course of the provision of the Services there was a theft of funds from the courier, the Contractor shall not reimburse the Customer for losses. In this case, the Contractor shall be obliged to provide a police certificate of theft.

5.6. The Contractor additional with invoices (clause 6.2.) shall provide the Customer with a report on all received funds for the goods from the Recipient. Upon the Customer’s request, the Contractor shall provide documentary evidence of the receipt of funds. The Contractor shall indicate in the report the following information: date, currency, amount, the Recipient’s data and other Order identification information. The Customer shall have the right to submit a claim on the report within 5 (five) business days upon receipt of the report. If the claim was not submitted on time, it is considered that the report was accepted without claims. The Contractor, within 7 (seven) business days upon sending of the report, shall transfer the funds received from the Recipients to the Customer.

5.7. The total amount of payment for goods by the Recipient in the framework of one transaction should not exceed the amount that is set in the Recipient's country as the maximum amount for transactions by using cash. If the amount of payment for the goods exceeds the limit, then this transaction should be agreed by the Parties before the delivery of the goods.

5.8. Collection of funds for the goods from the Recipient through the Contractor shall occur on the basis of Annex No. 1 “Price list of Services”, the Annex is an integral part of the Agreement.

5.9. If the Contractor has stated the Customer’s debts for the received Services hereunder or the Contractor has the reason to believe that there is a risk of non-payment for the Services by the Customer, or if the Contractor has suffered or may suffer losses, the Contractor shall have the right unilaterally to offset and credit funds received from the Recipient on account of payment for the provided Services and/or penalties and/or losses.

5.10. The Contractor shall have the right to change the reporting day (Clause 5.6. hereof) by notifying the Customer 7 (seven) days before the change of the reporting day.

# PROVISIONS OF PAYMENT FOR SERVICES

# 6.1. The prices of the Contractor's Services are displayed and executed in Annex No. 1 “Price list of Services”, which is an integral part hereof. In case of provision of additional services, the cost of services shall be separately agreed upon by the Parties.

# 6.2. The Contractor shall provide the Customer with an invoice, which is also a report on all the Services provided. The Contractor provides the invoices accordance to the following system:

# 6.2.1. Until the 5th date of the month the Contractor shall provide the invoice for storage services provided and received goods to the warehouse in previous month.

# 6.2.2 For other Services provided accordance to the Agreement, the Contractor provides invoice 2 (twice) a month: the first invoice will be provided until the 20th date of the current month for the Services provided from 01st until the 15th date of the current month; the second invoice will be provided until the 5th date of the next month for the Services provided from 16th date until the last day of the previous month.

# 6.2.3. Customer shall have the right to submit a claim on the invoice within 5 (five) banking days. If the claim was not submitted on time, it shall be considered that the Services are provided and received in full and the Customer should pay the invoice within 5 (five) banking days upon receipt of the invoice.

# 6.4. The currency of the Agreement and the payments under the Agreement shall be made in the currency EUR (Euro).

# 6.5. Upon the request of one of the Parties, the Parties shall immediately draw up a reconciliation certificate (on cash flow between the Parties). The initiating Party shall send the certificate to the second Party, which in turn shall sign the act within 5 (five) business days. Upon signing of the act, the Parties offset payments. If the Parties find inconsistencies in the information in the certificate, the Parties shall provide the necessary information and, upon elimination of the contradictions, shall sign the act in accordance with the provisions of this Clause.

# 6.6. The Customer’s payments shall be deemed to be made on the day of receipt of funds to the Contractor’s account, in case of signing of the offset certificate, the date of payment shall be considered by the Parties as the date of signing of the offset certificate.

# 6.7. The Parties shall have the right to issue invoices, reports, reconciliation certificates in electronic form by e-mail, which is specified in the Agreement or by e-mail, which is used within the framework of the Agreement. It is believed that the document is received on the 2nd (second) day after sending.

# 6.8. The Contractor shall have the right to change the invoice date (Clause 6.2 hereof) by notifying the Customer 7 (seven) days prior to the entry into force of the changes.

# 6.9. The Customer pays all banking expenses connected to the payment of Services to Contractor and COD (if the Contract pays any commission to the bank during payment the COD to the Customer).

# LIABILITY OF THE PARTIES.

# 7.1. The Party that violated its obligations hereunder should immediately eliminate these violations.

# 7.2. The Customer shall be responsible for the conformity of the cargo (goods) declared for transportation, as well as for all data specified in the Order and documents that are attached to the goods. The Contractor shall not be liable for the losses that the Customer and/or Recipient may incur or incurred in case of unreliability of the specified data, and also shall pay all the Contractor’s expenses arising as a result of this non-conformity.

# 7.3. If the goods that are received by the Contractor from the Customer have external defects, damage, or do not comply with the accompanying documents, the Contractor shall inform the Customer of these non-conformities by e-mail and shall provide evidence on the condition of the cargo upon the Customer’s request (for example, photos).

# 7.4. If, upon acceptance of the goods, the changes occur in the goods (or changes may occur), which may lead to the damage to the goods or their spoilage, or may cause losses to the Customer, the Contractor shall inform the Customer and also shall request instructions from the Customer for further actions regarding the goods (cargo).

# 7.5. Losses or damage to the goods that occurred through the Contractor’s fault shall be reimbursed to the Customer in accordance with international conventions. The Contractor undertakes to issue the claim to the subcontractor in case of losses or damage to the goods. After satisfaction of the claim by subcontractor and after receiving the money from the subcontractor, the Contractor undertakes to transfer the money to the Customer.

# 7.6. Any claims on the execution of the Order, including the claims on the losses, shall be submitted within 30 (thirty) days upon receipt of the goods by the Recipient.

# 7.7. It is forbidden for the Customer to deliver for delivery and storage the cargo that is prohibited by EU legislation or the export/import of such cargo is restricted by law or requires the execution of the certain documents (permits, certificates, duties), toxic, radioactive, rapidly spoiling biological substances, flammable cargo, living organisms, animals, monetary funds (coins, banknotes), narcotic and psychotropic substances, medicines. If the Customer violates this Clause, the Contractor shall have the right to terminate the Agreement and to request compensation for all losses. In any case, the Contractor shall have the right to refuse to execute the Order without indication of a reason. The Contractor shall be entitled unilaterally to destroy such goods, all costs in this case shall be paid by the Customer.

# 7.8. If the Customer’s goods stored in the Contractor’s Warehouse have expired or the circumstances arise that do not allow the Contractor to store the goods in the Warehouse, the Parties shall take the following actions:

# 7.8.1. On behalf of the Customer, the Contractor shall undertake obligations to arrange the destruction of goods in the country of storage of the goods or to organize export to other countries where the destruction and execution of the relevant customs procedures are allowed. The Customer shall pay the Contractor all costs associated with the destruction of expired goods within 10 (ten) days upon receipt of the invoice from the Contractor as an advance payment for the destruction;

# 7.8.2. The Customer by its own effort shall take away the expired goods for destruction no later than 2 (months) months before the expiration date;

# 7.8.3. If the Customer does not give written guidance on the actions with expired cargo, the Contractor shall be guided by the provisions of the Clause 7.8.1 hereof.

# 7.9. If during the execution of the Order the additional costs arise due to the Customer’s fault, the Customer shall fully compensate them to the Contractor.

# 7.10. If, at the time of acceptance of the goods, the Recipient and the Contractor detect an external packaging defect, the Contractor and the Recipient shall open the goods and shall make the inspection of the goods for the defects and shall make a corresponding mark about the defects. If a mark on defects has not been made, then the Customer shall not have the right to make claims to the Contractor about any damage to the goods. All responsibility for the goods shall pass from the Contractor to the Recipient at the time of receipt of the goods by the Recipient.

# 7.11. If the Customer does not comply with the terms of payment of the invoice, the Contractor shall be entitled to apply penalties in the amount of 0.1% of the invoice amount for each day of delay.

# 7.12. If in case of termination of the Agreement or statement of the Customer’s debt (for non-disputed invoices clause 6.2.3.), the Customer does not take over its goods, does not communicate with Contractor and does not pay the debt in full during 6 (six) months, the Contractor shall have the right to recognize the right of ownership of the goods and sell it at a free price. The Contractor shall notify the Customer in writing of the application of these Contractor’s rights 30 (thirty) days in advance prior to the mentioned process.

# 7.13. The Contractor shall not be responsible for shortage while packaging being intact. The Contractor shall not be responsible to the third parties for the quality of the Customer’s goods. The Contractor shall transfer all received claims to the owner of the goods (Customer).

# 7.14. The Contractor shall not be responsible and shall not have the right to intervene in the transaction of the Customer and the Recipient for the sale of the goods by the Customer to the Recipient.

# 7.15. The Customer does not have the right to conclude cooperation agreement with the Contractor's Warehouses and/or Fulfillment center subcontractors neither directly nor through the third parties in the countries in which the Customer receives the services by Contractor accordance to this Agreement.

# FORCE MAJEURE CIRCUMSTANCES

8.1. If full or partial non-fulfillment or improper fulfillment of contractual obligations was caused by the occurrence of force majeure circumstances arising after the conclusion of this Agreement, the Parties shall be released from liability hereunder. Force majeure circumstances include natural disasters, epidemics, war or hostilities, strikes and other emergency and unavoidable circumstances. A proper evidence of the existence and duration of the mentioned force majeure circumstances will be a certificate from a competent authority.

1. **PERSONAL DATA**

9.1. The processing of Personal Data implies the following list of actions with the personal data: collection, recording, systematization, accumulation, storage, clarification (updating, changes), extraction, use, transfer (distribution, provision of access), depersonalization, blocking, deletion, destruction of Personal Data.

9.2. The Personal Data implies surname, name of the Recipient, e-mail, phone number, delivery address of the Recipient of goods.

9.3. The Customer guarantees that it received the consent from the subject (Recipient) to the receipt of the Personal Data, and also received the consent to the transfer of the Personal Data to the third parties (in this case, the Contractor) for the Contractor to fulfill obligations hereunder.

9.4. The Contractor shall have the right to transfer Personal Data to the third parties (subcontractor) for the provision of Services hereunder. This transfer is carried out subject to the security conditions of Personal Data.

9.5. Any actions of the Parties with the Personal Data shall carried out in compliance with the EU Regulation 2016/679 of April 27, 2016 (GDPR - General Data Protection Regulation).

9.6. The Parties agree that upon termination of this Agreement, the Contractor should, at the Customer’s option, to return all Personal Data to the Customer or destroy the Personal Data. If the Contractor’s legislation does not allow the Contractor to return or destroy all or the part of the transferred Personal data, the Contractor confirms that he will ensure the confidentiality of the Personal Data and will not actively process the Personal data, but will immediately block (archive) Personal data.

**9.7. The Parties shall:**

9.7.1. ensure that the employees who are processing the data are authorized representatives of the Parties and process the information of the Recipient exclusively within the framework and in accordance with the requirements of the GDPR and the present Agreement;

9.7.2. make every effort to provide means and mechanisms for protecting the Recipient's Personal Data from unauthorized or illegal processing, including (but not limited to) accidental loss, destruction or damage to data;

9.7.3. ensure the security of the processing of Personal Data by demonstrating and implementing the appropriate technical and organizational measures in accordance with the requirements of the GDPR;

9.7.4. ensure that all processing of the Personal Data complies with the requirements of the GDPR and the relevant Data Protection Laws and is consistent with the data protection principles that are specified in Article 5 of the GDPR;

9.7.5. in case of attraction of a subcontractor that will also act as the processor of the Personal Data in the framework of the execution of the present Agreement, the implementation of the observation of the GDPR shall be controlled by the Contractor;

9.7.6. take part in the settlement and resolution of disputes regarding the requests and appeals of the consumers to the Customer;

9.7.7. conduct investigations and duly notify the Customer about the cases of violation of the procedure for storage or leakage of Personal Data of the consumers through its resources in accordance with the Article 33 of the GDPR;

9.7.8. bring their policies and internal processes into accordance with the requirements of the GDPR;

9.7.9. delete and return Personal Data to the Customer upon its request or at the time of expiration of the main Agreement or its early termination;

9.7.10. immediately notify the other Party of any requests, checks and appeals regarding the Personal Data of the Recipient and provide copies of requests, letters and notifications;

9.7.11. cooperate and interact with supervisory and regulatory bodies exclusively within the framework of Article 31 of the GDPR.

9.8. The Contractor shall be responsible for ensuring that each of its employees, agents, subcontractors is aware of its obligations regarding the security and protection of Personal Data and the conditions stipulated in Section 9 of the Agreement.

9.9. By assessing the appropriate level of security and subsequent technical and operational measures, the Parties shall independently consider and bear all risks posed by any processing activity, in particular from accidental or illegal destruction, loss, modification, unauthorized disclosure or access to Personal Data transferred for storage or processing in accordance with the present Agreement.

# CONFIDENTIALITY

10.1. Both Parties understand and acknowledge that in the framework of the Agreement they may intentionally or accidentally receive information belonging to the other Party or related to this Party, its business, business plans, transactions and other activities, and this information may be confidential and may belong to the other Party, and/or its suppliers and/or its customers, and the Parties shall be bound by a strict confidentiality requirement in relation to such information (hereinafter referred to as Confidential Information).

10.2. With respect to Confidential Information that has been disclosed or otherwise became available to one of the Parties for the purpose of execution of this Agreement, both Parties declare that neither before, nor after the termination of the Agreement, they shall directly or indirectly disclose or use without permission any Confidential Information, except for the cases when such Confidential Information:

10.2.1. was known to the general public at the time of its disclosure or receipt by the Party.

10.2.2. became known to the general public after disclosure or access, but not as a result of a violation by a Party of its obligation.

10.2.3. should be disclosed by one of the Parties at the request of the law, rule or according to the order of the competent authority (including any regulatory authorities, government or security agencies), while the other Party, as far as possible, has received prior notification of the Party's intention to disclose information.

10.3. Upon request of the other Party or upon termination of the Agreement, each of the Parties shall be obliged to return to the other Party all documents and records, which are containing Confidential information, in any media, in any format, that are in the possession or disposal of this Party, not keeping the copies.

# ARBITRATION COURT

11.1. The legal relations of the Parties hereunder shall be determined and regulated in accordance with the applicable laws of the EU and the Republic of Latvia.

11.2. In case of disputes under the Agreement, the Parties should make every effort to resolve the disputes or disagreements arising between the Parties under the Agreement or in connection with it in the process of direct negotiations.

11.3. Any dispute, disagreement or claim arising from this Agreement or related documents and obligations regarding the Agreement or its violation, expiration, lack of force, interpretation and reimbursement of legal costs shall be resolved in court in Republic of Latvia, in accordance with the legislation of the country of the Republic of Latvia.

# 12. DURATION OF THE AGREEMENT

12.1. The Agreement shall come into force from the moment of its signing and shall be valid indefinitely. If neither Party declares in writing its intention to terminate the Agreement, its validity shall be automatically extended for each subsequent calendar year.

12.2. Each of the Parties shall have the right to terminate the Agreement by notifying the other Party 30 (thirty) calendar days in advance.

13.3. Each of the Parties shall have the right immediately to terminate the Agreement if one of the Parties becomes the subject of bankruptcy, insolvency or liquidation, or has debts to the other Party.

12.4. The Contractor shall have the right unilaterally to terminate the Agreement on the basis of a written notice addressed to the Customer, if the Customer does not pay the invoice for more than 7 (seven) days.

12.5. The Parties shall have the right to consider the copies of the documents as originals until the receipt of the original documents.

12.6. The Agreement is drawn up in 2 (two) copies, one copy is transferred to each Party. Both copies have equal legal force.

**Annex:** Annex №1 “Price list of Services”

# 13. DETAILS AND SIGNATURES OF THE PARTIES

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| CONTRACTOR  Wapi OÜ  Registration number:14699305  VAT No EE102165982  Legal address: Harju maakond, Tallinn, Mustamäe linnaosa, Kadaka tee 7, 12915  Bank: LHV PANK AS  Account No.: EE847700771003744016  Bank address: Tartu mnt. 2, Tallinn, 10145, Estonia  S.W.I.F.T: LHVBEE22XXX  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Olegs Aingorns  member of the Board | CUSTOMER  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |