

Valid from 1 January 2024

## GENERAL TERMS & CONDITIONS OF FULFILLMENT SERVICES

### §1

#### Terms & Definitions

1. API: one of the methods of communication between systems, which contains a specification of guidelines defining how communication with MARATHON's system should proceed.
2. Failure:
  - a) whenever a Failure is mentioned in the context of the Client's IT system, it means an interruption in the operation of the Client's system or its incorrect operation preventing the implementation of the Service for new orders and new deliveries that have not yet been transmitted via API. During a failure, MARATHON has the right to suspend the provision of the Service, excluding the storage service. In the event of a failure, MARATHON has the right to charge the Client for the costs associated with performing additional activities to ensure the proper performance of the Service.
  - b) whenever a Failure is mentioned in the context of MARATHON's IT system, it means an interruption in the operation of MARATHON's IT system or its incorrect operation preventing the provision of the Service. MARATHON undertakes to resolve any such issues and restore the Service as quickly as possible.
3. Notification: a document ordering the receipt of Goods, submitted electronically by the Client via API, on the basis of which MARATHON will prepare the logistic resources necessary to receive the goods in the Warehouse.
4. Price List: agreed and binding price list between MARATHON and the Client.
5. Warehouse administration Working Time: working days, Monday to Friday from 08:00 to 16:00. Working days mean days from Monday to Friday, which are not public holidays in the territory of the Republic of Poland in accordance with the provisions of generally applicable law.
6. Warehouse Working Time: working days, Monday to Friday from 06:00 to 21:00.
7. Non-Standard Warehouse Working Time: warehouse working time extending beyond the accepted time frame, agreed in writing between the Parties.
8. User Account: record of resources and events generated by the Client and the Client's authorisations, available via the "client endpoint" to MARATHON's system.
9. MARATHON or Contractor: MARATHON INTERNATIONAL spółka z ograniczoną odpowiedzialnością spółka komandytowa (MARATHON INTERNATIONAL, limited liability company, limited partnership) with its registered office at: 62-025 Kostrzyn, ul. Krajowa 3, entered in the register of entrepreneurs maintained by the District Court of Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register (KRS), under no. 0000319928, NIP (Taxpayer Identification Number): 7773092315, represented by the general partner MARATHON INTERNATIONAL spółka z ograniczoną odpowiedzialnością (MARATHON INTERNATIONAL, limited liability company), which is represented by Emil Lisowski – President of the Management Board, or Aleksandra Kaszub – Vice-President, and Radosław Leksowski – Vice-President.
10. Warehouse: an area selected and made available by MARATHON, which is the place of provision of Services based on the provisions of the Agreement and the GTCS.
11. Goods Release Document: a document confirming the release of individual shipments from MARATHON's Warehouse.
12. GTCS: these General Terms and Conditions of Service.
13. Recipient: the final recipient of the delivered shipment indicated by the Client.
14. Client Endpoint: tools available to the Client after logging in to the IT system provided by MARATHON, necessary to support the Services selected by the Client and implemented by MARATHON.
15. Carrier: the Carrier selected by the Client within the meaning of the Act of 15 November 1984 – Transport Law or the postal operator within the meaning of the Act of 23 November 2012 – Postal Law. MARATHON may act as the Carrier on the basis of a separate service provision agreement concluded with the Client.

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Valid from 1 January 2024

16. Parties: the Client and MARATHON – jointly referred to as the Parties, and individually as a Party.
17. Goods: movable items specified in the Agreement between the Contractor and the Client.
18. Service: a service provided by MARATHON for a fee based on the provisions of the Agreement and the GTCS at the request of the Client or without the Client's request in the cases provided for in the content of the Agreement or the GTCS.
19. Agreement: an agreement between the parties for the provision of fulfillment services by MARATHON.
20. System: MARATHON's IT system enabling the placement of orders and notifications.
21. Client: a natural person, a legal person or an organisational unit without legal personality, which under separate legal provisions has the capacity to assume obligations, and which, within the scope of its business activity, has concluded an agreement with MARATHON.
22. Force Majeure: has the meaning specified in §18 herein.

## §2

### Introductory Provisions

1. The GTCS define the terms and conditions of the provision of Services by MARATHON.
2. The Client is obliged to read the GTCS before placing an order for the provision of the Service. Placing an order for the provision of the Service means that the Client has read the GTCS.
3. The Client can place orders 7 days a week, 24 hours a day. Order fulfillment takes place only during Warehouse Working Time.
4. Under the terms and conditions specified in the GTCS, the Client is entitled to order, and MARATHON undertakes to provide the Client with paid services, consisting of:
  - a) organising the process of receiving Goods from the Warehouse,
  - b) organising the process of storing Goods in the Warehouse,
  - c) completing, packaging and preparing the shipment of orders containing Goods,
  - d) receiving and managing returns of Goods to the warehouse,
  - e) other services specified in the provisions of the Agreement.

## §3

### User Registration and Account Activation

1. The use of access to all Services offered by MARATHON is possible after the conclusion of the Agreement by the Client and MARATHON and after the Client sets up a User Account via the Client Endpoint.
2. Activation of the User Account requires prior acceptance by MARATHON.
3. The Client obtains access to the User Account after logging in (i.e. providing a unique login and password) at the Client Endpoint.
4. The provision of the Services requires the Client to indicate an e-mail account which will be active throughout the duration of the Agreement. Messages and documents concerning the Services provided by MARATHON will be sent to the e-mail address provided by the Client, in particular information concerning the Service performed, VAT invoices, payment requests, charges, debit notes and corrections to VAT invoices issued pursuant to the Act of 11 March 2004 on the tax on goods and services, as well as correspondence relating to the Agreement for which the Agreement does not provide solely for written form.
5. The Client is obliged to regularly update its data provided for the purpose of creating its User Account. The change of data cannot consist in changing the Client, i.e. the individual entity for which the User Account was created. A change of the Client's company name does not constitute a change of the Client. However, a change of any of the entrepreneur identifying numbers, i.e. NIP (Taxpayer Identification Number), REGON (National Business Register), or KRS (National Court Register), does constitute a change of the Client. MARATHON shall not be liable for any damage suffered by the Client or third parties acting in the name or on behalf of the Client resulting from MARATHON's use of incorrect data provided to MARATHON by the Client.

Valid from 1 January 2024

## §4

### Service Implementation

1. Depending on the integration method, the Client – via API or the Client endpoint – shall enter the following data into MARATHON's system, in the order specified below:
  - a) data on the Goods File on which warehouse operations will be conducted, containing the following information:
    - index (Client's item code),
    - item name,
    - item EAN code,
    - gross dimensions of a single piece of the item (width, height, length - given in cm),
    - the method of packaging a piece of the item, i.e. the number of pieces in the collective packaging (if any),
    - dimensions of the collective packaging (if any),
    - gross weight of a piece of the item with packaging (kg),
    - product safety data sheet (if required by applicable law, including in particular the provisions of Commission Regulation (EU) 2015/830 of 28 May 2015 amending Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (Official Journal of the European Union of 29 May 2015, No. L 132/8),
    - other additional information relevant to the delivery, storage and shipment of goods.
  - b) data on Notifications that will be used to deliver the Client's goods to the Warehouse.
2. The Contractor is obliged to mark all Goods delivered to the Warehouse with unique EAN codes. MARATHON shall perform the first verification of EAN codes at the stage of the product file being sent by the Contractor. In the event of a situation in which some of the EAN codes are not unique or a given product cannot be marked with an EAN code, MARATHON shall either propose a solution allowing the introduction of such products to logistics services, or inform the Client about the impossibility of introducing such products to logistics services.
3. Data exchange between MARATHON's systems and the Client's system is based on two schemes:
  - a) data exchange between systems via API;
  - b) entering data into MARATHON's system via the Client endpoint and receiving reports via the same Client endpoint.
4. At the implementation stage, the Client shall receive the full specification of API interfaces or user documentation of the Client's endpoint from MARATHON.
5. Process execution management is possible regardless of the method of integration with MARATHON's system and allows the Client to:
  - a) add, remove and edit products that are involved in logistics services,
  - b) add Notifications and check their execution status,
  - c) add Orders and check their execution status,
  - d) continuously monitor the stock of full-value goods.
6. In cases where the standard methods of communication described above prove insufficient, the Client may communicate with MARATHON via e-mail, to the e-mail address fulfillment@marathon.eu, to which any comments, questions or information about Failures may be reported.
7. The Client is obliged to inform MARATHON about planned technical works resulting in the inability to place orders via the Client's IT system integrated with the System at least 24 hours in advance. If the Client fails to inform MARATHON about the inability to place orders, the Client will be obliged to cover the costs of operating the Warehouse during this technical break, in the amount of the costs of remuneration of employees delegated to operate the Warehouse.

## §5

### Delivery Notification

1. Each delivery to the Warehouse must have a Notification in MARATHON's system. The date and time of creation of the Notification must be at least 24 hours earlier than the date and time of delivery (at the time of receipt of the delivery, the Notification must be in the system), or in the case of a container delivery, 48 hours earlier than the delivery date, and the Client is also obliged to inform MARATHON of the estimated delivery date 5 days before that date.
2. A notice submitted on a Saturday or non-working day is deemed to have been submitted on the following working day.

Valid from 1 January 2024

3. Depending on the form of delivery, they are divided into the following types:
  - a) Parcel Deliveries containing items of goods packed in parcels marked for acceptance,
  - b) Groupage Deliveries containing parcels prepared and delivered on pallets. The vehicle's cargo area may contain goods for other recipients. Pallets intended for unloading by the Contractor must be placed in the vehicle in a way that allows safe unloading. If such unloading is not possible, the Client may refuse to unload,
  - c) Full Truck Load Deliveries containing parcels prepared and delivered on pallets. In this case, the delivery vehicle does not contain goods for other recipients,
  - d) Container Deliveries containing parcels prepared and delivered on pallets or in bulk. In this case, the container does not contain goods for other recipients.
4. Each Notification should contain the following information:
  - a) unique notification number,
  - b) type of delivery and, in the case of container delivery, method of delivery (on pallets, in bulk),
  - c) with regard to pallets:
    - homogeneous/heterogeneous,
    - type of carrier: CHEP pallet, Europallet, non-standard (disposable, paper or other),
  - d) for goods on pallets, information as to whether the pallets are homogeneous or heterogeneous,
  - e) type of goods and quantity to be received,
  - f) delivery method (e.g. own transport, name of the carrier/courier company),
  - g) for parcel deliveries – the shipment number, for groupage and full truck load deliveries – the waybill number, and for container deliveries – the CMR or waybill number and the container number,
  - h) expected delivery date and time,
  - i) a note on any Additional Services (e.g. labelling, palletising, etc.),
  - j) specification of item numbers and product file numbers (material index numbers).
5. The expected delivery date and time indicated on the Notification should be within the Warehouse Working Time, within the time period specified in § 6 sec. 1 below.
6. Unadvised deliveries will not be accepted from the Carrier or will be sent back to the Client's address and at its expense.
7. In the case of groupage, full truck load and container deliveries, after reviewing the delivery date and time in the Notification, MARATHON reserves the right to change the date and time proposed by the Client and indicate the closest possible date and time.
8. When planning operational activities, in the first months of providing the Services, MARATHON shall rely on the volume declaration provided by the Client at the time of conclusion of the Agreement, and in the following months – on historical trends, taking into account, however, increases or decreases in volume in a given period caused by, e.g., the seasonality of certain types of orders, subject to the section below.
9. The Client undertakes to provide information about the following events that may affect the size and structure of orders at least one week in advance to the e-mail address fulfillment@marathon.eu:
  - a) introducing a new product to the offer,
  - b) promotions planned within the existing product range,
  - c) other planned marketing activities, e.g.: creating promotional packages, selling off a given range of products.
10. Failure to provide the data referred to in the preceding section within the time specified therein and, as a result, a significant unexpected increase in the volume of orders, may cause delays in the performance of the Services in relation to the agreed times, for which MARATHON shall not be liable.

## §6

### Receipt of Goods

1. Deliveries shall be received in accordance with the notification, during Warehouse Working Time, between 6:00 and 21:00. Goods delivered to the Warehouse after 16:00 may be accepted into the System on the following working day.
2. The Client shall be responsible for the proper preparation of the delivery for receipt, including but not limited to the following aspects:
  - a) the goods must be arranged in the Carrier's vehicle in a way that allows for their efficient and safe unloading,



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Valid from 1 January 2024

- b) in case of pallet deliveries:
- the goods must be arranged in the vehicle in a way that allows for their efficient, safe and immediate unloading using a forklift;
  - the goods should be wrapped in stretch foil or binding tape;
  - cartons/products should not protrude beyond the edge of the pallet;
  - the pallet should be no more than 1.8 metres high;
  - the pallet should be in the correct position for unloading and access to it should not require any additional activities (e.g. unloading and reloading of goods that are not part of the delivery);
  - each pallet must be physically marked with a Notification number, consistent with the numbering in the Client's endpoint;
  - one pallet can be marked with a maximum of one Notification number (it is not allowed to send products for multiple Notifications on one pallet);
  - multiple pallets can be marked with the same notification number (it is permissible to divide one notification into many pallets as long as each of these pallets is marked with one notification number and a subsequent pallet number, e.g. pallet no. 1\_ notification number; pallet no. 2\_ notification number, etc.).
- c) in case of parcel deliveries:
- each parcel must be physically marked with a Notification number, consistent with the numbering in the Client's endpoint;
  - one parcel can be marked with a maximum of one Notification number (it is not allowed to send products for multiple Notifications in one parcel);
  - multiple parcels can be marked with the same notification number (it is permissible to divide one notification into many parcels as long as each of these parcels is marked with one notification number and a subsequent parcel number, e.g. parcel no. 1\_ notification number; parcel no. 2\_ notification number, etc.).
3. During receipt, only the number of packaging units declared in the Notification (parcels or pallets) is verified quantitatively, as well as the condition of the shipment packaging and the compliance of the shipment with the transport documents and the Notification provided, as well as an assessment of any parcel security measures (e.g. seals), if any. Goods may only be delivered using a vehicle that enables safe unloading using loading ramps or the vehicle's own unloading lift. The interior of the vehicle should be free from defects or unnecessary elements that could prevent the forklift from entering the vehicle, and the parcels/pallets should be easily accessible to the unloader (i.e. without the need to unload other parcels/pallets in order to reach the goods being unloaded).
4. The Client shall provide the vehicle driver with the provisions of the appendix to the GTCS entitled "Driver's Obligations during Delivery to MARATHON's Fulfillment Warehouse" and oblige them to comply therewith.
5. MARATHON reserves the right to refuse unloading in whole or in part in situations where:
- a) physical damage to one or more parcels/pallets is detected,
  - b) the parcels/pallets are wet or dirty,
  - c) the load is unstable and does not comply with health and safety standards and regulations, and its unloading may pose a threat to the safety of a MARATHON employee,
  - d) the technical condition of the vehicle raises doubts of a MARATHON employee,
  - e) there is no direct access to the goods being unloaded (e.g. it is covered with pallets intended for another warehouse, the pallets are placed crosswise, etc.),
  - f) the parcels/pallets are not marked with the Notification number based on which they should be accepted into the warehouse,
  - g) no transport documents are attached to the delivery or the delivery does not correspond to the transport documents submitted,
  - h) the Carrier refuses to issue transport documents. The above does not apply to situations in which MARATHON acts as the Carrier,
  - i) There is suspicion of theft,
  - j) The driver refuses to cooperate (e.g. does not comply with MARATHON's internal rules, is aggressive, etc.).

Valid from 1 January 2024

6. In the event of rejection of part or all of the delivery or in the event of damage to the delivered cargo due to the fault of the carrier, information about this fact containing a description and any photographic documentation, together with justification and any damage report, will be sent to the Client electronically to the e-mail address indicated in the Agreement.
7. Upon receipt, there is no quantitative or qualitative verification of the shipped goods and their packaging.
8. Receipt of a delivery does not constitute acceptance. The delivery acceptance process is described in §7 below.
9. Receipt of the delivery ends when the MARATHON representative signs the transport documents, and MARATHON is entitled to make notes on the transport documents regarding any irregularities found or discrepancies between the delivery and the Notification.

## §7

### Acceptance of Goods

1. The acceptance of a delivery shall take place after receipt of the delivery from the Carrier, during Warehouse Working Time.
2. Goods are verified and accepted based on EAN codes. Goods not marked with an EAN code will be rejected upon receipt and returned to the sender at its expense, unless the Parties have agreed to label the Goods as part of additional services.
3. The Client shall bear the full costs of returning the Goods to its address, as well as the costs of storing the Goods between the time of their delivery and the time of their return to the Client's address, in the amount of 200% of the rate for storing the Goods provided for in the Individual Price List.
4. During acceptance, each type of Goods is verified in terms of quantity and compliance with the Notification. In the case of declaring the quantity on a collective packaging, the declared quantity is assumed without verifying the number of pieces and the quality of the Goods inside the package. If the Client declares an incorrect number of pieces of Goods on a collective packaging, MARATHON shall not be liable for incorrect quantitative acceptance.
5. Each of the Goods from the delivery is:
  - a) accepted into the warehouse if it is not damaged and is included in the Notification,
  - b) placed in the supplier's returns zone if it is damaged, is not marked with an EAN code or is not included in the Notification.
6. MARATHON has the right to refuse to accept Goods in excess of the quantity declared in the Notification.
7. Returns to the Client are made immediately, via a courier or forwarding company selected by MARATHON, at the expense of the recipient (Client).
8. Once the acceptance process is completed, within 24 hours of the acceptance being completed, a report summarising the acceptance status will be available in the System, including in particular:
  - a) the quantity of Goods declared in the Notification,
  - b) the quantity of undamaged Goods accepted into the warehouse,
  - c) the quantity of damaged Goods.

## §8

### Storage of Goods

1. MARATHON is obliged to store the Goods in appropriate conditions in order to maintain them in a non-deteriorated condition compared to the time they were delivered to the Warehouse.
2. Through the Client endpoint, the Client has access to current warehouse stock levels.
3. MARATHON reserves the right to reuse, free of charge, the packaging in which the products arrived, collective packaging, fillers and other materials used to secure the Goods.
4. Depending on the specific products, the MARATHON system manages warehouse inventory according to FIFO or FEFO. It is also possible to operate based on batches of Goods or their expiration dates.
5. The determination of the maximum number of SKUs stored on one pallet shall be at the discretion of MARATHON. The method of storing the Goods accepted in deliveries shall be determined by MARATHON.

Valid from 1 January 2024

## §9

### Goods Excluded from Storage and Handling

1. The subject of the Service cannot be Goods that pose a threat to human life or health, threaten the integrity of other Goods stored in the Warehouse, or the storage of which could cause damage to MARATHON or third parties.
2. The subject of the Agreement may not include any items prohibited by applicable law, as well as any:
  - a) items originating from a crime,
  - b) money, securities, other payment documents,
  - c) valuable items (jewellery, works of art, antiques, coins, etc.),
  - d) weapons for the purchase and possession of which a permit, registration or registration card is required, in accordance with generally applicable legal provisions, including the Act of 21 May 1999 on weapons and ammunition,
  - e) ammunition, excluding blank ammunition with a calibre of up to 6 mm,
  - f) chemically or biologically active agents,
  - g) substances with explosive, flammable (unless the parties have agreed otherwise, up to a total volume of 10 litres), oxidising, irritating, corrosive, sensitising, carcinogenic, or mutagenic properties, or harmful to the human reproductive system, which may pose a threat to human health or life or could cause property damage to MARATHON,
  - h) other items which, due to their properties, could pose a threat to the health or life of persons coming into contact with them or which may damage or destroy other Goods,
  - i) drugs, psychotropic substances and "legal highs",
  - j) perishable items,
  - k) products and items requiring special storage conditions (including those emitting odour or liquid) and a cold chain,
  - l) dead or alive animals and plants,
  - m) human corpses, human or animal organs; - the above list not being exhaustive. It is also not permissible to order a Service that involves any other items not listed above, which in MARATHON's opinion cannot be stored safely or legally,
  - n) objects with base dimensions exceeding 80 cm x 120 cm,
  - o) objects exceeding 180 cm in height,
  - p) items with an actual and dimensional weight exceeding 30 kg.
3. Goods provided by the Client that cannot constitute the subject of the Service will be either returned to the Client or disposed of at its expense. MARATHON will charge the Client for the costs incurred as a result of the above-mentioned operations.
4. Regardless of the provisions of the GTCS, the Client, in the event of transfer of Goods containing excluded items that cannot constitute the subject of the Service, shall be solely liable in this respect, as regulated by the relevant provisions of the law of the European Union and the Republic of Poland.
5. The Client shall be responsible for ensuring that the quality of the packaging of the Goods is appropriate to the contents. The packaging of the shipment should be appropriate for the Goods, in particular it should take into account the properties of the Goods, environmental conditions and other circumstances that may affect the condition of the packaging of the Goods, including circumstances related to the movement of the shipment by MARATHON.
6. The Client is obliged to perform the obligations related to introducing packaging or products in packaging onto the Polish market in accordance with the provisions of the Act of 13 June 2013 on the management of packaging and packaging waste, both in relation to individual packaging of the Goods and to collective packaging and packaging intended for the transport of the Goods, including in particular to bear all costs and fees resulting from the aforementioned Act.

## §10

### Stocktaking

1. In each year of the term of the Agreement, covering the following 12 calendar months from its conclusion, in the period agreed with the Client, MARATHON shall conduct a free-of-charge full stocktaking of the Client's Goods by carrying out a physical stocktaking.
2. During this stocktaking, MARATHON will not provide the services described in the Agreement, with the exception of the storage service.

Valid from 1 January 2024

3. The duration of the stocktaking will be proportional to the number of SKUs and items of Goods subject to the stocktaking, the method of marking the Goods subject to the stocktaking, their type and the method of storage.

## **§11**

### **Packaging and Release of Goods**

1. To be completed, orders must be sent to the MARATHON system via API or the Client's endpoint.
2. If the Client places an order on a Saturday or non-working day, the order shall be fulfilled on the following working day. Packaging and Release of Goods will consist in:
  - a) identifying the given Goods in the Warehouse,
  - b) preparing the Goods for transfer to the Carrier, in particular by implementing appropriate protection against damage and packing in packaging appropriate for the given type of Goods,
  - c) delivering the packed Goods to the Carrier.
3. The order should include the following information:
  - a) order number,
  - b) types of Goods and their EAN codes,
  - c) quantity of Goods,
  - d) name of the Carrier and the type of service it provides,
  - e) delivery details (full name, delivery address, collection point code if applicable, contact details: telephone number, e-mail address),
  - f) (optional) – cash-on-delivery (COD) amount,
  - g) (optional) electronic documents to be printed and attached to the order.
4. MARATHON may request from the Client a product safety data sheet containing a description of the method of packaging and securing the Goods if it is necessary for the proper performance of the Service due to the specific properties of the item or for other reasons. If the product safety data sheet is not provided, MARATHON may refuse to provide the Service.
5. Packaging and Release of Goods shall take place during Warehouse Working Time.
6. The Client acknowledges and confirms that it is an entrepreneur introducing packaging into circulation within the meaning of the provisions of the Act of 13 June 2013 on the management of packaging and packaging waste and undertakes to perform all obligations in this respect, including paying the product fee under the terms provided for in the provisions of the aforementioned Act.

## **§12**

### **Organisation of Goods Transport**

1. The Goods shall be released for delivery to the Carrier indicated by the Client during Warehouse Working Time, within a time window agreed with the given Carrier.
2. If the Client uses the services of a Carrier other than MARATHON, the Client is obliged to inform MARATHON about the date and time of collection of the Goods by the given Carrier.
3. If the Client uses the services of a Carrier other than MARATHON, it is obliged to provide the data required by MARATHON for system integration with the indicated Carrier in order to generate waybills on behalf of the Client. If the Client intends to use the services of a Carrier other than MARATHON, with whom MARATHON has previously carried out system integration,
4. MARATHON reserves the right to refuse cooperation with the indicated Carrier if integration with it is impossible or disproportionately time-consuming or labour-intensive for technical reasons.
5. The location of the shipment of Goods can be tracked using the tracking tools of each Carrier. MARATHON does not provide such functionality in its System.
6. MARATHON is entitled to refuse to deliver the Goods to a Carrier (other than MARATHON) in a situation where the Carrier refuses to sign the release certificate. MARATHON shall not be liable for any damage incurred by the Client in connection with the refusal to release the Goods to the Carrier in the situation described in this provision. MARATHON shall inform the Client each time such a situation occurs. If the Client requests that the Goods be handed over to the Carrier by



Valid from 1 January 2024

MARATHON despite the refusal to sign the release certificate, MARATHON will release the goods for delivery on condition that the Client assumes liability for their loss or destruction at the time of their handover to the Carrier.

### §13

#### Customer Service and Complaints

1. MARATHON provides complaint handling during Working Time.
2. Complaints are handled electronically.
3. The Client who wishes to file a complaint is obliged to send it via e-mail to the address [reklamacje.fulfillment@marathon.eu](mailto:reklamacje.fulfillment@marathon.eu). In order to file a complaint, the Client is obliged to include:
  - a) the subject of the complaint,
  - b) the type of the complaint,
  - c) an additional attachment (letter, photo, etc.).
4. The moment of filing a complaint is considered to be the moment of delivery of the message via e-mail to MARATHON's mail server. The complaint will be clarified no later than the end of the twelfth (12th) full calendar day from the date of submission.
5. If the Client files a complaint in a manner inconsistent with the GTCS, MARATHON will request the Client to supplement the complaint. Sending a request for supplementation shall suspend the time limit for considering the complaint. The complaint process shall resume on the day the complaint is supplemented by the Client.
6. In cases where a longer waiting time is necessary to consider the complaint for justified reasons, MARATHON reserves the right to extend the complaint handling process by another 12 calendar days. In each such situation, the person submitting the complaint will be informed of this fact, the justification for the delay and the expected time of sending the response to the complaint.

### §14

#### Liability

1. MARATHON shall not be liable for the delivery to the Warehouse of Goods intended for delivery or intended for other services, accepted by both Parties and being the subject of the Service. MARATHON shall not be liable for the costs of delivering the Goods to the Warehouse.
2. MARATHON shall be responsible for any loss, damage, shortage or quantity shortage in the stored Goods resulting from reasons attributable solely to MARATHON, from the moment the Goods are accepted at the Warehouse. MARATHON's liability in this respect shall be limited to the actual value of the lost or destroyed Goods, which value the Client is obliged to document with appropriate evidence, subject to sec. 3.
3. MARATHON limits its liability as follows:
  - a) in the case of each event - up to one-time monthly remuneration of MARATHON for the performance of the Agreement,
  - b) in the case of all events during the entire period of provision of services and duration of the Agreement - up to the amount equivalent to PLN 1,000,000.00.MARATHON shall not be liable to the Client to the extent that the Client's claims exceed the limits specified above.
4. MARATHON is released from any liability towards the Client for damage to the Goods resulting directly or indirectly from the Client's failure to perform or improper performance of any obligations arising from the GTCS, the Agreement or other arrangements between MARATHON and the Client, in particular providing incomplete or false information about the Goods. This also applies to the non-performance or improper performance by the Client of any obligations arising from the GTCS, the Agreement or other arrangements between MARATHON and the Client which influenced the occurrence or extent of the damage.
5. The Client undertakes, at MARATHON's request, to indemnify MARATHON, as well as its employees and entities cooperating with it, from any liability towards third parties, and to reimburse MARATHON for any damages, costs and expenses incurred by MARATHON as a result of claims directed against MARATHON by third parties, which arose directly or indirectly as a result of the Client's failure to perform or improper performance of the obligations arising from the GTCS, the Agreement and other documents. The Client shall be liable in particular for all costs of compensation paid by MARATHON to third parties in connection with the Goods or for their destruction, damage, disposal and for all losses, costs and expenses

Valid from 1 January 2024

related to the damage to or destruction of the Warehouse and other property of MARATHON and other Goods belonging to other entities, if such events arose directly or indirectly as a result of the Client's failure to perform or improper performance of the obligations arising from the GTCS, the Agreement and other documents.

6. The Parties confirm that the Storage services may be performed by MARATHON using subcontractors.
7. MARATHON is excluded from liability for quantity shortages in collective packages constituting logistic units, for which no damage or violations that would allow for quantity shortages were found upon receipt of the delivery.
8. MARATHON is responsible for the proper performance of the Service, unless the non-performance or improper performance:
  - a) was caused by force majeure, within the meaning of force majeure in accordance with the provisions of §18 below,
  - b) was due to reasons beyond MARATHON's control other than force majeure,
  - c) occurred exclusively due to the breach of the provisions of the Agreement or the GTCS by the Client,
  - d) was caused exclusively by the properties of the Goods that are the subject of the Service.

## §15

### Confidentiality

1. The Client undertakes to keep confidential all information concerning the enterprise of MARATHON, in particular information of a technical, technological, organisational, financial nature (including information on the prices of the Services), legal and know-how nature, or any other information of economic value to MARATHON, even if it does not constitute a business secret within the meaning of the provisions of the Act of 16 April 1993 on Combating Unfair Competition (hereinafter referred to as "Confidential Information").
2. In the event of a breach of the confidentiality obligation by the Client, MARATHON shall be entitled to demand payment of a contractual penalty of PLN 10,000 for each case of breach. The contractual penalty will be payable on the basis of a debit note, within 14 (fourteen) days from the date of its delivery. Contractual penalties are cumulative. The payment of the contractual penalty shall not exclude the possibility of MARATHON seeking additional compensation under general principles. If, in the course of performing the Agreement, Confidential Information concerning the Client's enterprise is transferred to MARATHON, the provisions of sections 1 and 2 above shall apply accordingly.

## §16

### Personal Data (GDPR)

1. The Parties agree that the capitalised terms used in this paragraph, whether singular or plural, will have the following meanings:
  - a) GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union L. of 2016 No. 119, p. 1),
  - b) Personal Data – data within the meaning of Article 4 (1) of the GDPR,
  - c) Breach – a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed,
  - d) Supervisory Authority – an independent public authority established by a Member State in accordance with the provisions of Article 51 of the GDPR,
  - e) Processing – an operation or set of operations performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collecting, recording, organising, structuring, storing, adapting or modifying, downloading, consulting, using, disclosing by transmission, disseminating or otherwise making available, matching or combining, limiting, deleting or destroying,
  - f) Sub-processor – entity Processing Personal Data on behalf of MARATHON, referred to in Article 28 (4) of the GDPR,
  - g) Third Country – a country that is not part of the European Economic Area,
  - h) Act – Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000, as amended).

Valid from 1 January 2024

2. The Client declares that, as a Controller within the meaning of the GDPR in relation to the Personal Data of which it is the controller, and as a processor within the meaning of the GDPR in relation to the Personal Data it processes, it is authorised to provide MARATHON with Personal Data for the purpose of performing the Agreement.
3. MARATHON declares that it is the entity Processing Personal Data entrusted to MARATHON for Processing by the Client, the categories and types of which are indicated in Appendix No. 6 to this Agreement. The purposes and methods of Processing the Personal Data entrusted to MARATHON are decided solely by the Client.
4. The Processing referred to in sec. 3 above includes the Processing of Personal Data only to the extent and for the purpose necessary for MARATHON to perform the tasks or work assigned to it by the Client in the Agreement and requiring necessary activities or operations on the entrusted Personal Data. MARATHON will Process the Personal Data entrusted to it during the period of performance of the Services referred to in the preceding sentence and taking into account the processing time specified in sec. 18 below.
5. In connection with the implementation of the Services, MARATHON will process the categories of Personal Data indicated in Appendix No. 6 to the Agreement only to the extent and for the purpose necessary for the proper performance of the Agreement.
6. MARATHON declares that it meets legal requirements, in particular those resulting from the GDPR and the Act, in the scope of compliance of Processing of entrusted Personal Data with the law.
7. MARATHON undertakes to keep confidential all Personal Data entrusted to it by the Client, to which it will have access in connection with the performance of the Agreement, taking into account the provisions of sec. 5 above. This data is confidential and may not be published or disclosed to third parties or persons to the extent beyond the activities indicated in sections 4 and 5 above without the prior written consent of the Client.
8. MARATHON undertakes not to transfer Personal Data entrusted to it by the Client to Third Countries without the prior written consent of the Client.
9. MARATHON is responsible for the protection of Personal Data entrusted to it for Processing.
10. MARATHON ensures that persons authorised by it to Process Personal Data have undertaken to keep the Personal Data and the means of securing them confidential both during the term of the Agreement and after its termination.
11. MARATHON will, to the extent possible, assist the Client - through appropriate technical and organisational measures - in fulfilling the obligation to respond to the requests of the subjects of Personal Data covered by this Agreement, within the scope of exercising their rights, in particular those specified in Chapter III of the GDPR.
12. MARATHON, after finding a Personal Data Breach, is obliged to immediately, no later than within 48 hours from the moment of receiving information about the Breach, report it to the Client at the address indicated in the introduction to this Agreement, indicating in the report:
  - a) the nature of the Personal Data Breach, including, where possible, the categories and approximate number of data subjects and the categories and approximate number of Personal Data entries affected by the Breach,
  - b) a description of the possible consequences of the Personal Data Breach,
  - c) a description of the measures taken or proposed by MARATHON to remedy the Personal Data Breach, including a description of the actions taken to minimise any possible negative effects of the Breach.
13. MARATHON takes the measures required under Article 32 of the GDPR to ensure the security of Personal Data. MARATHON undertakes to process Personal Data in a manner that ensures an adequate level of security, appropriate to the risks associated with the Processing of Personal Data, which includes, as appropriate, undertaking to ensure:
  - a) pseudonymisation and encryption of personal data,
  - b) the ability to continually ensure the confidentiality, integrity, availability and resilience of Processing systems and services,
  - c) the ability to quickly restore the availability and access to Personal Data in the event of a physical or technical incident,
  - d) regular testing, measurement and evaluation of the effectiveness of technical and organisational measures used to ensure the security of Processing.
14. MARATHON undertakes to cooperate with the Client in the implementation of requests from entities whose Personal Data is being processed to exercise their rights, in particular the right to access, rectify and delete Personal Data ("the right to be forgotten"), and the right to object to the Processing of Personal Data, as well as requests to transfer Personal Data, limit their Processing and not be subject to a decision based solely on automated Processing, including profiling. Within

Valid from 1 January 2024

- the scope of cooperation, MARATHON undertakes in particular to provide all necessary information in its possession and to apply appropriate technical and organisational measures to enable the provision of assistance to the Client. In addition, taking into account the nature of the Processing of Personal Data under the Agreement and the information available to MARATHON, MARATHON undertakes to assist the Client in fulfilling the obligations specified in Articles 34-36 of the GDPR.
15. At the request of the Client, MARATHON will enable an audit to be carried out regarding the method of Processing the entrusted Personal Data. This audit may be carried out by the Client or an auditor authorised by the Client. The Client shall notify MARATHON of its intention to conduct an audit with appropriate notice, not shorter than 21 working days, and shall indicate the person authorised to carry out the inspection activities. The audit may not be conducted in a way that disrupts the normal functioning of MARATHON, violates postal secrecy or MARATHON's business secrets (including trade secrets), and MARATHON has the right to refuse to perform activities that could cause such disruptions or violations at any time, informing the Client thereof. Subject to the above sentence and generally applicable legal provisions, in particular regarding the secrecy of correspondence and postal secrecy and the secret of the MARATHON company, persons designated by the Client and auditors are entitled to enter the premises in which Personal Data are processed and to inspect the documents and the IT production environment used to perform the entrusted activities and the principles of their management, as well as to request MARATHON to provide them with information on the course of Personal Data Processing, however, the above-mentioned activities may not lead to the disclosure to the Client of any information and data covered by the above-mentioned secrets, if this information and data were not created or were not provided to MARATHON by the Client on the basis of the Agreement.
  16. MARATHON undertakes to implement the recommendations and conclusions of the Client or the auditor authorised by it which are clearly based on the provisions of the GDPR, immediately after receiving the audit report, and no later than within 60 days of delivery of the report, unless another time limit has been agreed by the Parties.
  17. MARATHON undertakes to provide the Client with all information necessary to confirm the fulfilment of the obligations imposed on it.
  18. MARATHON may archive the Personal Data provided by the Client for a period not longer than 6 years from the provision of the Personal Data, in connection with the service provided, for the purposes of the obligation arising from Article 86 of the Tax Ordinance (Journal of Laws 2019, item 900, consolidated text, as amended), civil and administrative claims, and obligations towards judicial and law enforcement authorities. Personal Data of natural persons (addressees) provided by the Client to MARATHON will be Processed for a period of 18 months from the date of shipment in accordance with the Agreement, for the purposes of claims pursued under generally applicable provisions of law.
  19. MARATHON declares that if it considers that, in its opinion, an order issued to it by the Client in the area of processing Personal Data constitutes a violation of the provisions of the GDPR or other provisions of the law on the protection of Personal Data, it will immediately notify the Client thereof and refrain from executing such order. If the Client, within 3 days of receiving the notification from MARATHON, provides MARATHON with information in writing about upholding the instruction, MARATHON shall not be liable for any violations of the law or this Agreement related to the execution of such instruction.
  20. The Client consents to MARATHON further entrusting the Processing of Personal Data in relation to which the Client is the controller to Sub-processors, a continuously updated list of which is made available by MARATHON. The Client has the right to object to MARATHON's use of a specific Sub-processor. If the Client expresses the above-mentioned objection, the Parties shall immediately commence negotiations on this matter, and if they fail to reach an agreement within 30 days, the Parties shall have the right to terminate the Agreement, the performance of which is not possible or is significantly hindered as a result of the Client expressing the above-mentioned objection.
  21. MARATHON assures that it will only use the services of such Sub-processors that provide sufficient guarantees for the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the GDPR and other provisions of applicable law on personal data protection, and protects the rights of data subjects.
  22. MARATHON acknowledges that, in terms of compliance with the provisions referred to above, it is liable under the principles described in the GDPR.
  23. MARATHON is liable for any Breaches of the Agreement committed by its employees/associates and Sub-processors as for its own actions.

Valid from 1 January 2024

24. Upon termination of this Agreement, MARATHON undertakes to immediately delete all Personal Data and copies of Personal Data from all data carriers, unless the law or the provisions of this Agreement provide otherwise or authorise MARATHON to further process the Personal Data.

### **§17** **Types of Personal Data**

1. Categories of Personal Data Subjects and types of Personal Data:

<b>Category of Personal Data Subjects</b>	<b>of Personal Data</b>
er, recipient and payer of courier, parcel locker and other shipments sent by Clients as part of postal or transport services provided to them by MARATHON.	full name of the sender/recipient/payer delivery address contact telephone number of the sender/recipient/payer (optional – if provided) email address of the sender/recipient/payer (optional – if provided) sender's bank account number (optional – if provided for a refund of collected cash)

2. MARATHON is entitled to perform automated or non-automated Processing operations on the above-mentioned Personal Data as necessary for the performance of the services covered by the Agreement, including but not limited to: collecting, recording, organising, sorting, updating, storing, archiving, modifying, downloading, copying, viewing, making available, deleting or destroying.

### **§18** **Force Majeure**

1. The Parties shall understand force majeure as an event or events of an extraordinary, external nature that are unreasonably impossible to predict and prevent by either Party.
2. The Parties shall consider force majeure to include, in particular, events such as:
- natural disaster (including but not limited to: lightning strike, drought, fire, earthquake, volcanic eruption, landslide, flood, storm),
  - war, declared or undeclared acts of war, terrorist acts, invasion, sabotage, requisition, expropriation, nationalisation of property or embargo,
  - rebellion, revolution, insurrection or military or civil usurpation, or civil war,
  - radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive material or other hazardous properties of any explosive nuclear mixture or nuclear components of such a mixture, ionising radiation,
  - riots, civil disturbances, strikes (subject to sec. 3), lockouts,
  - aircraft crash,
  - disturbance of public order,
  - explosions, including explosions of ammunition, explosives, inflammable substances,
  - epidemics, pandemics or remedial measures taken by state authorities to prevent an epidemic or pandemic or other extraordinary actions taken by state authorities relating to the situation in a specific area of the country that prevent the proper performance of contractual obligations.
3. For the avoidance of doubt, the following events will not be deemed Force Majeure:
- lawful actions of authorities, unless taken for the purpose of limiting or preventing Force Majeure,
  - strikes by employees or subcontractors who are not involved by the Party that intends to invoke them,
  - change in the financial situation of either Party,

Valid from 1 January 2024

4. The Party that is prevented from performing the Agreement due to the occurrence of force majeure is obliged to inform the other Party of this fact by e-mail or telephone immediately, but no later than within 48 hours from the occurrence of force majeure, unless the occurrence of force majeure has prevented remote communication. In such a case, the Party shall inform the other Party of the occurrence of force majeure within 48 hours from the moment the obstacle preventing remote communication ceases to exist.

## §19

### Final Provisions

1. MARATHON reserves the right to change the GTCS, including repealing or replacing the GTCS or any of its appendices with new terms and conditions.
2. MARATHON will publish the changes 21 days before they become effective.
3. The changes will be published by posting the new GTCS or their amended version on the MARATHON website.
4. The Client is obliged to regularly and independently familiarise itself with the new version of the GTCS or the current version of the GTCS.
5. Changes to the GTCS do not require the consent of the Client or the conclusion of an additional agreement or preparation of other documents with the Client.
6. The new or amended GTCS shall apply to all Agreements in force on the date the new or amended GTCS enter into force, including Agreements concluded before the new or amended GTCS enter into force.
7. In the event of entry into force of new or amended GTCS, the Client has the right to terminate the Agreement with a notice period of fourteen days. Until the expiry of the notice period, the version of the GTCS prior to the date of termination of the Agreement shall apply.
8. The Client may terminate the Agreement under the terms specified in the above section only until the date of entry into force of new or amended GTCS.
9. The GTCS are available at the MARATHON headquarters and on the MARATHON website.
10. The provisions of the Agreement take precedence over the provisions of the GTCS. In the event of a conflict between the provisions of the Agreement and the provisions of the GTCS, the provisions of the Agreement shall prevail.
11. In matters not regulated in the GTCS, the Agreement and other documents, the provisions of generally applicable law shall apply.
12. Any disputes arising from the Agreement, including the GTCS, shall be resolved by a common court competent for the seat of MARATHON and shall be subject to the jurisdiction of Polish courts.
13. The law applicable to the relations between MARATHON and the Client shall be Polish law.
14. With respect to concluding Agreements in accordance with the GTCS, the provisions of Article 661 § 1 – 3 of the Civil Code shall not apply.
15. These General Terms and Conditions of Service are effective from 1 January 2024.