

Budbee

General Terms and Conditions

Updated September 24th 2018

These general terms are referred to as the "GTC" in the main agreement. The GTC together with the main agreement and the appendices form the "Agreement". Definitions and expressions used in the main agreement should have the same meaning if nothing else is written in the GTC.

1. Budbee's general obligations

Budbee guarantees that all deliveries covered by a complete placed Order shall be delivered within the time line or interval set in the Order, provided that:

- a.) in case a Consumer or Merchant has informed Budbee that the Goods shall be delivered in person, without ID control, then the Goods shall be deemed fully and finally delivered when handed over to the person opening or available at the door at the relevant delivery address (relevant apartment door in case of tenement buildings).
- b.) in case a Consumer or Merchant has informed Budbee that the Goods may be delivered at the door or other nonpersonal handover, then Goods shall be deemed fully and finally delivered when delivered at the designated address or in accordance with the given instructions.
- c.) In case a Consumer or Merchant has informed Budbee that the Goods shall be delivered in person, with ID identification, the Goods should be deemed fully and finally delivered when they have been delivered to authorized recipient showing a valid ID.
- d.) If the Goods can not be delivered due to the Consumer stated in a.) and c.) is not available at the relevant delivery address, or if the Consumer has stated a wrong delivery address or door code, Budbee shall be deemed to have fulfilled its delivery attempt when the Goods have been available for delivery at the given address and has made attempts to contact the Consumer through the means possible.
- e.) To avoid misunderstanding, the circumstances presented in d.) shall be considered to be the exhaustive grounds for exemption from a failed delivery.
- f.) Goods that are not delivered at the first delivery attempt will be stored for 14 days, during that time new delivery attempts can be booked according to what is stated in 3. If nothing else has been agreed upon the Goods that has not been delivered after 14 days will be sent back to the Merchants warehouse address for returns.

2) Merchant's general obligations

- a.) For the duration of this Agreement, the Merchant can on the Website offer its Consumers to acquire transportation of Goods arranged and performed by Budbee. The Parties acknowledge and agree that the Consumer shall be deemed to have acquired the transportation services from the Merchant and not from Budbee.
- b.) It is the Merchant's responsibility that Orders are sent to Budbee as specified in the Agreement and the Appendixes. All Goods to be transported according to this Agreement shall be picked up at the warehouse address identified in the Order and the Goods shall be deemed picked-up, and the responsibility for the Goods shall be transferred to Budbee when the Carrier has registered the Goods as picked up using the Software (or when the Merchant delivered the Goods to Budbee)
- c.) The pick-up warehouse address should be specified in each Order.
- d.) The return warehouse address should be specified in each Order if it is not the same as the warehouse address for pick-up.

3. Failed delivery

- a.) In an event described in Sections 1.d, the relevant Carrier will register the delivery as a failure and a text message will be sent to the Consumer at the phone number included in the Order informing about the failed delivery. Budbee reports failed deliveries through our daily report.
- b.) Upon such failure, Budbee will either: i.) ensure that the relevant Goods are transported back to Budbee. It is specially noted that any such Goods are stored by Budbee in a terminal without any possibilities of special arrangements. or ii.) Arrange a new delivery attempt to the Consumer. If nothing else is agreed upon a new delivery attempt will be done on Budbee's own initiative. New delivery attempts and/or return deliveries will be

performed at the expense of the Merchant and the cost for a new delivery attempt/return will be added to the cost for the failed delivery.

4. Budbee Website

It is Budbee's responsibility to be able to verify that the quality of the transportation is according to given specifications and Budbee shall therefore keep the Merchant informed about the status for all transports through the Budbee-site. The Consumers will also be able to track the deliveries at the Budbee Website.

5. Allbud 98 and/or Alltrans 2007

(Swedish transportation guidelines)

Allbud 98 and/or Alltrans 2007 shall apply to deliveries arranged by Budbee and performed by the Carriers under this Agreement. In case of any discrepancy or conflict between the terms of this Agreement and the terms of Allbud 98 and/or Alltrans 2007, however, the terms of this Agreement shall prevail.

Links:

<https://www.budbee.com/documents/se/alltrans2007.pdf> <https://www.budbee.com/documents/se/allbud98.pdf>

6. "Force Majeure"

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay:

- a.) is beyond the reasonable control of a party,
- b.) materially affects the performance of any of its obligations under this agreement, and c. could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. These circumstances includes, but are not limited to: war, riot, fire, nature disasters (flood, hurricane, earthquake), snowstorm or other weather condition or happening that makes roads impassable or by Budbee important infrastructure unusable, explosions, strike, or new laws forbidding pursuance of the Agreement.

7. Prices

- a.) In return for the services provided by Budbee the Merchant shall pay a fixed fee per delivery attempt, in accordance with Budbee's currently valid price list, see Appendix 2.
- b.) Budbee shall invoice the Merchant on a weekly basis and the Merchant shall pay each invoice within 30 days from the date of invoice. Any delayed payment shall carry penalty interest from the due date in accordance with applicable law.
- c.) Changes in the pricelist will be communicated to the Merchant at least one (1) month before they are applied.
- d.) The first day of every calendar year the prices in Appendix 2 are index-adjusted according to Sveriges Åkeriföretag, T!6SÅE3md (local and regional transports). Base month for calculation is January previous year.

8. Marketing

- a.) At the Website and in all of the Merchant's marketing and description of and other communications regarding the transportation services, the Merchant shall clarify that the transportation services are arranged and performed by Budbee.
- b.) Budbee's Trade Marks shall be clearly displayed at the Website in connection to the transportation offering. The marketing and presentation of the services to be performed hereunder shall be in a form and carried out in a manner reasonably acceptable by Budbee. Suggestion for presentation:
<https://www.budbee.com/documents/se/presentation.pdf>
- c.) Budbee shall be entitled directly or indirectly via the Carriers to market itself and its services to the Consumers.

9. Carriers

- a.) Budbee shall be free to appoint and engage Carriers in its sole discretion, provided that Budbee ensures that the Carriers carry out the deliveries in accordance with this Agreement. b.) In connection with the appointment of a Carrier, Budbee will ensure that the Carrier undertakes: i) to ensure that each vehicle used in or for the deliveries is covered by an insurance. ii) to hold a transportation liability insurance covering all classes of Goods that will be transported under this Agreement. iii) to hold a general liability insurance with a liability cap of not less

than 10 MSEK. The Merchant understands that potential damages or compensation that may be payable to the Merchant in cases of non-compliance of this Agreement may be payable under or by utilization of such insurance.

c.) In connection with the deliveries according to the Agreement Budbee shall verify that the Carrier holds a valid commercial traffic permit according to what is stated in 5 kap. 2 § Yrkestrafiklag (2012:210).

10. Trademarks

a.) The Merchant is hereby granted the non-exclusive right to use, during the term of this Agreement and for the purposes set forth in this Agreement only, the Trademarks solely in connection with its offering of the transportation services. Upon termination of this Agreement for any reason, the Merchant shall stop using the Trademarks.

b.) Budbee shall have the right to disclose, use and reference the fact that Budbee performs deliveries for the Merchant in its general marketing. Budbee also have the right to use the Merchant's trademarks (e.g. logotype, symbols and name) for general marketing activities. Upon termination of this Agreement for any reason, Budbee shall stop using the Merchant's trademarks.

11. Limitation of liability

a.) Budbee's liability to the Merchant in connection, directly or indirectly, with this Agreement, shall with respect to each delivery not exceed the value of the relevant Goods.

b.) In addition, Budbee shall not be liable to the Merchant or to any third party for indirect, incidental or consequential losses or damages or any loss (whether direct or indirect) of profit or business or loss of future business or otherwise which arise out of, or in connection with, this Agreement or the actions contemplated hereby.

12. Intellectual property rights etc.

a.) Budbee shall retain full title and ownership to all rights, including intellectual property rights, pertaining to the Software, the trademarks and any and all other inventions or intellectual property owned by Budbee at the date hereof, as well as any improvements or additions to such intellectual property made during, in connection with or as part of the services provided hereunder or otherwise.

b.) The Merchant shall have no rights in the property or rights described under Section 12.a, other than as expressly provided for in this Agreement.

13. Personal data and General Data Protection Regulation

a.) Budbee may process the Consumer's personal data as part of providing services to the Merchant. In such cases, the parties agree that the Merchant is to be considered as controller and Budbee is to be considered as processor.

b.) In the case Budbee is a processor the the handling of personal data is handled as a whole in a separate processor agreement, see Appendix 5.

14. Secrecy

a.) During the duration of this Agreement and thereafter the details of this Agreement shall be handled as confidentially information and is not to be revealed to any third party without the other Parts written consent.

b.) All information, regardless of written, verbal, electronic or any other form regarding Part or its business, business affairs or conditions in general that the other Part ("receiving party") receives or gets information about in connection with the establishment, negotiation, entry into agreement or fulfillment of, shall during the Agreement period and thereafter be handled as confidentially by the receiving part and is not to be used for anything other than fulfilling the terms of the Agreement and is not to be revealed to any third party without the other Parts written consent.

c.) The privacy obligations in a. and b. however does not cover information and knowledge:

i.) to the extent that the receiving party needs to use or disclose it for the purpose of safeguarding its interests in relation to the other Party due to a dispute arising out of the Agreement or otherwise enforcing any right under the Agreement;

ii.) which at the time of the receiving parts is obtained or subsequently become publicly known or available to the public otherwise than because of violation of the Agreement;

- iii.) which at the time of receiving part's receipt was already known to the receiving party or otherwise already in its possession;
- iv.) as the receiving party in good faith and without any restrictions received from a third party; or as receiving party is obliged to disclose according to applicable law or competent authority, applicable agreement with stock exchange or other marketplace or applicable stock exchange and marketplace rules.
- d.) A party claiming that any of the above exceptions apply, has the burden of proof that is the case.
- e.) The Merchant is not allowed to reveal pricing to third party without the suppliers consent. At the termination of this Agreement this applies for 24 months.

15. Breach

Upon a material breach of this Agreement by one Party, the other Party shall notify the defaulting Party of such breach, and require that the defaulting Party cure such breach within thirty (30) days from such notice. In the event that the breach is not cured within the applicable cure period, the notifying Party shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement and any other remedies available to it by law, in its sole discretion to terminate this Agreement forthwith.

16. Governing Law and Dispute Resolution

- a.) This Agreement shall be governed by and construed in accordance with the laws of Sweden.
- b.) Disputes in connection with the Agreement shall be finally settled by arbitration administered at the Stockholm Chamber of Commerce's Arbitration Institute ("SCC"), whereby SCC's Rules for Simplified Arbitration shall apply unless the SCC considers the SCC's Arbitration rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. All arbitrators shall be appointed by SCC. The seat of the arbitration proceedings shall be Stockholm.
- c.) The arbitration and all communications between the Parties, including any decisions and arbitration proceedings, shall be treated as confidential information by all parties involved and shall not be used for any purpose other than the proceedings in question or the execution of such decisions or arbitration, nor otherwise disclosed to any third party without the prior written consent of the Party to whom the information relates or, in the case of decisions and arbitration, the disputing Parties.

17. Goods

The Merchant offers goods offered for sale at the Website from time to time. All goods should be packaged in a way so they will not be damaged during transportation and/or sorting. All packages should be labeled according to Budbees instructions and possible to be automatically scanned by a sorting-machine (see instructions link below). Changes in packaging should always ensure that they can be handled by one (1) person.

<https://app.oneflow.com/files/contracts/826808/9fc6a3a64b7eaa1310d29cf4eb47c98737fa3311/?asset=3fa5122e963547454bc8b90681f3171963538c51.pdf&download=appendix-4-placing-of-shipping-labels.pdf>

18. Reclaims

- a.) A consumer can always at the point of the delivery decline to receive a damaged parcel. This can also be reported directly through the tracking-view. All damages should be reported to Budbee within seven (7) working days after delivery. Deliveries that are allowed outside door shall always be photographed by Budbee to facilitate in cause of reclaims.
- b.) Damaged goods shall be returned to relevant return point.

19. Miscellaneous

The Merchant shall not, without a written consent from Budbee, assign or transfer this Agreement or any rights or obligations hereunder. Budbee may assign or transfer this Agreement to a successor or affiliated organization or in connection with an asset transfer whereby the part of Budbee's business to which this Agreement pertains is transferred; provided that in the case of any such assignment or transfer, the assignee or transferee shall be bound by the terms and obligations provided in this Agreement.