

GENERAL TERMS AND CONDITIONS

AND SPECIFIC

ON-LINE SALE SERVICES TERMS

Applicable as of 19 December 2017

1. Definitions

Ancillary Services means any services that do not fall under the definition of Services as provided in these Terms and Conditions, but that can be provided additionally by the separate request of the Customer.

Third Party Address means the address located in the same country with the Origin address, where the Client may order the Service Provider to deliver the return Parcel, against payment of the corresponding Price.

Applicable tariffs means the Prices payable for the provision of the Services.

Origin Country Shopping Address/Origin Country Delivery Address means the address in the Origin Country, where the Service Provider ensures the initial taking-over of the Parcel arriving at such address; the Origin Country Shopping Address is decided by the Service Provider.

Origin Country means each of the countries where the Service Provider ensures, at each corresponding Origin Warehouse, the taking-over of the Parcel in order to ensure further operations to ensure its delivery to the Client, respectively the final operations in respect of a Returned Parcel that has been returned from the Destination Warehouse.

Order means, (i) in respect of Initial Mandate Services, the placement of an order on the website of a Third Party, provided that the Origin Country Shopping Address is indicated by the Client to the Third Party as the delivery address for that Parcel, respectively (ii) in respect of the Return Mandate Services, the placement of an order, directly in the Account, for the Service Provider to ensure the Return Mandate Services with respect to a returned Parcel (*i.e.* a Parcel that previously made the object of the Initial Mandate Services provided by the Provider, to the same Client).

Contract / Distance Contract means a contract executed by and between the Service Provider and the Customer for the provision of Services under these Terms and Conditions.

Account means the relevant section of the Website covering the data generated by the users/Customer registering on the Site whereby the Customer can view, at any time (by an equipment connected to a suitable internet connection and by using the e-mail address and the password chosen by the Customer upon the registration on the Website), the status of Service execution, including the ones in the Customer's history. If the user / Customer personalizes his / her Account, the Account shall cover also the user's/Customer's profile. For the avoidance of any doubt, based on the data provided by the user upon the registration on the Website, the Service Provider shall configure the section "**Origin Country**" in the Customer's Account, and the Customer shall have to use precisely the data under this section for completing any purchase process on a Third party website (according to these terms) for benefiting of the Services; the Service Provider shall not be liable for the wrong data contained by the Origin Country / data omission from the Origin Country introduced by the Customer, including the case where due to such errors / omissions or for any other reason, the Parcel fails to reach the Origin Country Shopping Address , or fails to be uniquely related to the Customer. Also, the Account must be used by the Customer for ordering Return Mandate Services.

Destination Country – is **Albania**, *i.e.* the country where the Service Provider ensures, at the Destination Warehouse, the handing-over of the Parcel to the Client, respectively the preparation of the Returned Parcel for its return to the Initial Warehouse abroad.

ESWD Customer Code means an unique code in the “**ESWD XXXXXXXX**” form, assigned by the Service Provider to each Customer upon registration on the Website. The ESWD Customer Code must be used by the Customer each time when placing the Order.

For the clarity purposes, below is the example as to how the ESWD Customer Code and the Origin Country Shopping Address must be indicated by the Customer when placing an Order for Initial Mandate Services:

Name Surname: e.g. Daniela Popescu

Address Line 1: e.g. Eshop 12345678

Address Line 2: e.g. 700 Avenue West, Skyline 120

Town/City: e.g. Great Notley, Braintree

County: e.g. Essex

Postcode / ZIP code: e.g. CM77 7AA

Country: e.g. United Kingdom

Telephone: e.g. + 44 2035144847 [i.e. the telephone number assigned at the Origin Country Delivery Address]

For the avoidance of any doubt, the Customer understands and accepts that the accurate indication / filling in of the ESWD Customer Code, on Third party websites, upon the purchase of the products on the Third party website, is essential for the correct performance of the Contract between the Parties, according to the terms and conditions hereof.

For placing an Order for Return Mandate Services, the Client shall select in its Account the Parcel that was previously the object of the Initial Mandate Services (now to become the Returned Parcel), the data thereof being automatically sent to the Service Provider.

Customer means any User (natural person of at least 18 years old / legal entity organized and existing according to the laws of its home country) who (a) registered with the Website ; and (b) placed an Order and enter into a Distance Contract according to these Terms and Conditions.

Origin Warehouse means the precise location in the Origin Country where the Service Provider secures the storage of the Parcel/Returned Parcel that has reached the Origin Country Delivery Address.

Destination Warehouse means the location in **Albania** where the Service Provider ensures, according to the Contract, (i) with respect to the Initial Mandate Services, the storage of the Parcel until such time the Customer indicates in his / her Account what is the Handing Over Point, respectively where the Service Provider ensures (ii) with respect to Return Services Mandate, the storage of the Returned Parcel and the rest of the operations implied for the validation of the Order for Return Mandate Services and the preparation of the Returned Parcel for its return.

Intermediary Warehouse means the location where the Service Provider ensures, with respect to the Initial Mandate Services, specific operations necessary mainly for intercontinental Initial Mandate Services, i.e. storage and/or consolidation and/or customs formalities with respect to Parcels for which the Origin Country is located outside the European Union and/or of the Customs Union and on a different continent than the one where the Destination Warehouse is located. For the avoidance of doubt, the Intermediary Warehouse is decided solely by the Service Provider.

Chargeable weight means weight of the Parcel/Returned Parcel that is taken into account to determine the Price of the Parcel/Returned Parcel.

Volumetric weight means weight of Parcel/Returned Parcel that is calculated by the formula set forth in these Terms and Conditions and may be used for the determination of the Price subject to these Terms and Conditions.

Parcel means any package object of the Order, that reaches the Origin Country Shopping Address and complies with the requirements prescribed to the Parcel under these Terms and Conditions , in relation to

which the Service Provider and the Customer agree to exercise their rights and perform their obligations under the Contract for the provision of Initial Mandate Services.

Returned Parcel means any package object of the Order for Returned Services Mandate, that previously made the object of a Contract for Initial Mandate Services and which reaches the Destination Warehouse and meets the requirements for being deemed a Returned Parcel (as provided in these Terms and Conditions), in respect of which the Provider and the Client agree to perform the obligations under the Contract for Return Mandate Services.

Party or Parties (as may be the case) means either both the Service Provider and the Customer or Servicer Provider or Customer (as may be required).

Price means any amount payable by the Customer to the Service Provider for the provision of the Services in accordance with the provisions of the Annex of Applicable Tariffs of these Terms and Conditions.

Product means any movable assets for which the Order is placed, bought on-line by the Customer, at his / her own liability and risk, on a Third party website, representing the content of a Parcel/Returned Parcel (within the meaning of these terms). The Product must comply with all the requirement provisions hereof regarding the content of the Parcel. Where applicable, the *Product* shall also define the contents of a Parcel/Returned Parcel.

Services has the meaning prescribed in Art. 3(a) of these Terms and Conditions.

Handing Over Point means a location at which the possession of the Parcel is handed to the Customer or his / her authorised representative and can be one of the following: (i) Destination Warehouse (including the pick-up point set-up by the Service Provider at the Destination Warehouse); or (ii) specific address indicated by the Customer in the Account or by other means (if available); or (iii) pick-up-point indicated by the Service Provider. The Handing Over Point must comply with the requirements hereof.

Pick-up Point means the location where the Provider ensures the pick-up from the Client of Returned Parcels and may be any of : (i) the Destination Warehouse (including the pick-up point set-up by the Service Provider at the Destination Warehouse); or (ii) an address indicated by the Client in the Account, situated in the Destination Country. The Pick-up Point must meet the conditions under these Terms and Conditions.

Website means the website www.eshopwedrop.al operated by the Service Provider.

ALBANIAN COURIER SHPK or the Service Provider means **ALBANIAN COURIER SHPK, a company incorporated in Albania, with company number K31511058A**, whose registered office is located in Albania, at Tirana Kashar MEZEZ Autostrada Tirana – Durres, km. 4, Mezez;

Terms and Conditions means these Terms and Conditions and any and all Annexes attached to these Terms and Conditions, as they may be amended from time to time.

Third party means any website on which an order for a Product is placed for delivery for which the Origin Country Shopping Address is indicated (with respect to the Initial Mandate Services).

Specific terms means Section 3 of these Terms and Conditions.

User means any person that intentionally reaches and benefits of the Website irrespective either having the intention to set-up the Account and (or) place the Order and (or) benefit from the Website in any other way as the case may be.

2. General Information

2.1. The Service Provider is ALBANIAN COURIER SHPK.

2.2. The Website www.eshopwedrop.al is operated by ALBANIAN COURIER SHPK. Visiting or using of this Website is deemed as an approval and acceptance by any user of these Terms and Conditions. ATTENTION! Read carefully all these Terms and Conditions, and request clarifications on its contents, if the case!

2.3. In operating the Website, the Service Provider may modify, at any time and unilaterally, the Terms and Conditions, without previously notifying the user / Customer, and shall provide the new version of such Terms and Conditions on www.eshopwedrop.al. If the user continues to use the Website, respectively the Customer to place orders for the Service Provider's Services, according to the new provisions of these Terms and Conditions, the user / Customer accepts the amendments made to the same. ATTENTION! Revisit the Website regularly so as to be informed about any potential amendments!

2.4. By means of the Website, the Service Provider shall provide the users / Customers with accurate and updated information regarding the Services, the promotions applied by the Service Provider (if applicable), the stages for setting-up a Website Account, the stages for concluding a Contract, the rights and obligations of the users / Customers in relation to the Service Provider, third parties and other users and Customers, any other information that the Service Provider deems useful for the users / Customers, including those necessary for a well-informed decision of the Customers for ordering the Services of the Provider and for entering commercial relations with the Service Provider for the purpose of benefiting of the Services, by concluding Contracts.

2.5. The User / Customer undertakes to use the Website solely for informing himself / herself about the Services and, as the case may be, for registering on the Website and/or expressing the intention to contract the Services and / or placing Orders for Services and for Contract implementation following-up, ensuring that, by his / her own conduct, does not affect the normal operation of the Website. By accessing the Website, the Customer shall be solely responsible for all the actions deriving from the use of such Website.

2.6. For the avoidance of doubts, all the graphics / pictures / static or dynamic images, multimedia, presented within the Website, do not represent a quality guarantee from the Service Provider, and are strictly used / displayed for presentation purposes only, considering the means of communication, and, therefore, do not entail in any way the liability of the Service Provider.

2.7. The user / Customer understands and accepts that the Website may contain links or references to other websites managed by third parties (including to websites of Third parties), according to the terms of use specified on the relevant websites. The user / Customer understands that any such references on the Website do not entail in any way the liability of the Service Provider for the contents, products and services available on or through such websites, or any association with the operators of such websites. The user / Customer accesses any such external websites by his / her own will and on his / her own risk, including the websites of Third parties.

2.8. The user / Customer understands and agrees that the Service Provider reserves the right to restrict, effective immediately and without prior notice, the access of the user / Customer to the Website, if there are any indications / the Service Provider considers that, due to the conduct and / or activity of the user / Customer, his / her actions prejudice / may prejudice the Service Provider in any manner, such prejudice including the good name or reputation of the Service Provider, or the access and / or use by other users / Customers. Moreover, the access to other websites / information / activities can be restricted / blocked by the Service Provider, according to the applicable law, including when the Service Provider becomes aware of the fact that such information or activity is illegal or of facts or circumstances indicating that such relevant activity or information might affect the rights of a third party.

2.9. The user / Customer understands that the Service Provider is entitled to interrupt at any time, effective immediately and without prior notice, any activity on the Website.

2.10. In case of an unusually large volume coming from an internet network, the Service Provider reserves the right to request the User / Customer to manually insert validation codes, captcha type, as a first action for protecting the information contained on the Website against a possible abusive or illegal access.

2.11. The User / Customer entering a personal e-mail address on the Website, in the section especially assigned for such purpose (regardless whether he / she has set-up an Account on the Website or not), thus granting his / her approval to receive newsletters from the Service Provider, shall receive this type of notices on the indicated e-mail address. The User can unsubscribe at any time from such newsletters, by accessing the relevant link specified in any newsletter communication received on the indicated e-mail address. However, the user understands and agrees that the cancelation of the newsletter subscription does not automatically involve the waiver of the acceptance of the Terms and Conditions.

For the purpose of this provision, *newsletter* is a regular means of information, exclusively electronically, *i.e.* sent by e-mail, regarding Services and / or the promotions made by the Service Provider / third parties (*e.g.* promotions notified by a third party on its own website, that might raise the user's/Customer's interest in contracting the Services from the Service Provider), without any further commitment of the Service Provider in relation to the information contained by such message.

2.12. The User / Customer shall keep confidentiality of the data provided on the Website (*e.g.* upon the registration on the Website, when communicating by *blogging* through the Website, etc.), being solely responsible for any consequences that the disclosure of the same to a third party may entail, regardless whether the disclosure has been intentional, an act of negligence or imprudence. The Service Provider does not offer any guarantee in what regards the Website, from technical and functional perspective, or lack of viruses. However, the Service Provider shall endeavour to provide a reasonable safety of its Website and of the systems used within the Website and for the purpose of the Website in a manner that no unjustifiable damages shall occur to the User / Customer because of the use of the Website and (or) the Account.

2.13. The Service Provider holds the rights acknowledged by the applicable law with regard to the graphics, the form, the means of presentation, as well as the entire content of the Website, and can unilaterally alter, at any time and without further notice, the content, the form, the presentation and / or the structure of the Website.

2.14. These Terms and Conditions, as well as any and all subsequent updated versions, shall be stored by the Service Provider, being accessible to the users and the Customers on the Website any time.

2.15. The User / Customer shall be exclusively responsible to take any measures and to carry out any actions deemed to be necessary and compliant with the applicable law for ensuring the good standing and good-faith of the Third party website from which he / she purchases the Products. ATTENTION! The user / Customer is hereby advised to check, prior to placing orders for Products on a Third party website, what are the terms of sale, including whether the Third party can itself render the services, such as Services, and the related fees.

3. Specific Terms for Online Sale of Services

(a) The Services

3.1. (1) By means of the Website and in compliance with these Terms and Conditions (in particular the Specific Terms under this section hereof), the User may become a Customer of the Service Provider and, in such capacity, expressly mandate the Service Provider, in relation to a Parcel, by the Distance Contract executed by the Parties under these Terms and Conditions, to perform all necessary actions for completing:

(i) the obligation of receiving the Parcel delivered by the Third party (seller of Products contained in such Parcel) at the Origin Country Shopping Address (further to the online purchase of the Products made by the Customer on Third party website), in the name and on behalf of the Customer, in exchange for the Price set forth in the Contract and in compliance with the limits of the mandate given to the Service Provider's, so that the Parcel would reach the effective possession of the Customer; respectively

(ii) the obligation of handing-over a Returned Parcel, in the name and on behalf of the Customer, at the Origin Warehouse (and, if the case, to the Third party located in the same country with the Origin Warehouse).

3.2. The Service Provider shall take the following actions for completing an express mandate given by the Customer under a Distance Contract, according to art. 3.1 letter (i) above ("**Initial Mandate Services**"):

(i) Taking over the Parcel exclusively at the Origin Country Shopping Address indicated by the Service Provider to the Customer, as herein provided. ATTENTION! The Service Provider shall not take over the Parcel at any other address than the Origin Country Shopping Address indicated by the Service Provider under the Account (even if such address is mentioned under the Account), therefore, it shall not take it from an address indicated by the Customer!

Taking over of the Parcel shall mean (a) to effectively enter into possession of the Parcel; and (b) to verify the elements registered on the Parcel delivered to the Origin Country Shopping Address; (c) to measure and weigh the Parcel for determining the taxable value; (d) to photograph the Parcel (to be sent to the Customer within the stage described under sub-section (e.3)) or to illustrate a visual initial status of the Parcel by other available means, e.g. by video recording etc. The foregoing actions are performed by the employees of the Service Provider or its subcontractors exclusively for the benefit and behalf of Customer; and thus, for the benefit of this provision, the Customer by executing the Distance Contract with the Service Provider irrevocably accepts and grants a permit for the Service Provider to perform any and all actions as maybe required.

(ii) Storage of Parcel in the Origin Warehouse in the name and on behalf of the Customer. Storage of Parcel shall include (a) provision, within the premises of the Origin Country Shopping Address, of a suitable area for the storage of the Parcel (for the avoidance of doubts, such area shall not meet any special / unusual requirements of temperature and / or humidity and / or storage); and (ii) the fulfilment of all and any necessary formalities and / or actions (as may be required and reasonable considering the specific Parcel) to prepare the Parcel for the delivery of the Parcel to the Destination Warehouse, by road transportation; when applicable, the same operations shall apply when the Parcel reaches an Intermediary Warehouse;

(iii) Customs formalities in the name and on behalf of the Customer (if applicable, in accordance with the terms herein);

(iv) Transportation of the Parcel (including mainly international transport) up to the Destination Warehouse, in the name and on behalf of the Customer;

(v) Storage of the Parcel in the Destination Warehouse.

The Parcel shall be stored until pick-up or delivery (as case may be) of the Parcel;

(vi) Handing of the Parcel to the Customer. Handing over the Parcel shall take place, pursuant to the choice of the Customer, either at (a) Destination Warehouse; or (b) the address specifically indicated by the Customer to the Service Provider for handing over the Parcel; or (c) at Click-and-Collect point indicated by the Service Provider. In the event of delivery of the Parcel to the Handing Over Point indicated by the Customer (i.e., for the clarity purposes, any address in Albania other than the Destination Warehouse), the delivery shall be performed by the authorized courier;

(vii) Provision of information regarding status of Parcel (and / or of Services). The Customer shall be informed on the status of the Parcel (and / or Services) at the e-mail address indicated in the Account and / or by other means indicated by the Customer in the Account (as the case may be) during the duration of the provision of the Services with regard to a certain Parcel.

3.2 (2) The Service Provider shall ensure, for completing the express mandate given by the Customer in a Distance Contract, according to art. 3.1 letter (ii) above ("**Return Mandate Services**"), the following:

(i) Picking-up the Parcel at the Pick-Up Point in Albania;

(ii) Taking over the Parcel at the Destination Warehouse, for preparing it for return, *i.e.* (a) taking effective possession of the Parcel, (b) checking the details present on the Parcel, (c) measuring the Parcel and establishing the taxable weight, (d) validating the Parcel is a Returned Parcel, (e) photographing the Parcel (to be sent to the Customer within the stage described under sub-section (e.3)) (or illustrating a visual status of the Parcel by other available means, *e.g.* by video recording etc.);

(iii) Storage of Parcel in the Destination Warehouse, in the name and on behalf of the Customer. Storage of return Parcel shall include (a) provision, within the premises of the Destination Warehouse, of a suitable area for the storage of the Returned Parcel (for the avoidance of doubts, such area shall not meet any special / unusual requirements of temperature and / or humidity and / or storage); and (b) the fulfilment of all and any necessary formalities and / or actions (as may be required and reasonable considering that Returned Parcel) to prepare the Returned Parcel for its delivery back to the Origin Warehouse, by road transportation;

(iv) Transportation (including mainly international road transport) of the Returned Parcel, to the Origin Warehouse, in the name and on behalf of the Customer;

(v) Handing-over of the Returned Parcel at the Origin Warehouse and its storage, in the name and on behalf of the Customer;

(vi) Sending the Returned Parcel to the Third Party Address, through authorised personnel (upon Customer's request).

(vii) Provision of information regarding status of the Returned Parcel (and / or Services). The Customer shall be informed on the status of the Returned Parcel (and / or relevant Services) at the e-mail address indicated in the Account and / or by other means indicated by the Customer in the Account (as the case may be) during the duration of the provision of the Services with regard to the respective Returned Parcel.

For the avoidance of doubt, no customs formalities are performed by the Service Provider on behalf and in the name of the Customer, with regard to Returned Parcels, *i.e.* such formalities, if necessary, shall be performed by the Customer himself and the Customer hereby acknowledges and accepts that.

The foregoing actions are performed by the employees of the Service Provider or its subcontractors exclusively for the benefit and behalf of Customer; and thus, for the benefit of this provision, the Customer by executing the Distance Contract with the Service Provider irrevocably accepts and grants a permit for the Service provider to perform any and all actions as maybe required.

3.2 (3) Under these Terms and Conditions, any reference to *Services*, not expressly mentioning the *Initial Mandate Services* or the *Return Mandate Services*, shall be construed as referring to the services indicated at point (i) above (*i.e.* the Initial Mandate Services) or to the services indicated at point (ii) above (*i.e.* the Return Mandate Services), detailed in article 3.1 (1) above, depending on the context.

3.2 (4) The Services (both the Initial Mandate Services and the Return Mandate Services) shall be generically referred to as the "**Services**".

3.2 (5) For the avoidance of doubt, the Distance Contract concluded with respect to Return Mandate Services is distinct from the Distance Contract for Initial Mandate Services (and requires the payment of an additional Price).

3.2 (6) Unless otherwise expressly provided, the word *Parcel* shall be deemed as referring both to a *Parcel* and to a *Returned Parcel*.

3.3. (1) The Service Provider can render Ancillary services (the cost of which is included in the Price), *e.g.* consolidation of the Parcels in order to apply a discount, under the separate request of the Customer expressed in his / her Account.

(2) The Service Provider may render other specific services, ancillary to the Services (*e.g.* customs clearance procedure), as provided for in these Terms and Conditions.

(b) Service Prices

3.4. (1) For the fulfilment of the express mandate granted under the Distance Contract for Initial Mandate Services, the Service Provider charges a Price (considering all Services, required to duly fulfil the respective Distance Contract) determined by reference to:

- (i) Chargeable weight of the Parcel;
- (ii) country the Origin Country Shopping Address is located in;
- (iii) Handing Over Point;
- (iv) performance of any other chargeable operations according to sub-section 3.7 of these Terms and Conditions.

3.4 (2) For completing the express mandate under a Distance Contract for Return Mandate Services, the Service Provider charges a Price (considering all Services, required to duly fulfil the respective Distance Contract) determined by reference to:

- (i) Chargeable weight of the Returned Parcel;
- (ii) country in which the Origin Warehouse is located;
- (iii) if the case, the completion of the last mile delivery services, at the Third Party Address;
- (iv) the location of the Pick-Up Point;
- (v) performance of any other chargeable operations according to sub-section 3.7 of these Terms and Conditions.

ATTENTION! Chargeable weight is, in most cases, equal to the mass of the Parcel (the physical weight expressed in kg). However, if the Volumetric weight exceeds the mass of the Parcel, the Chargeable weight can be determined based on the volume of the Parcel (hence, referring to the Volumetric weight). If this is the case, the Price is determined by taking into consideration either the Mass of the Parcel, or the Volumetric weight, whichever is higher.

Volumetric weight of the Parcel shall be calculated by taking into account the following formula:

$$(length (cm) \times height (cm) \times width (cm)) / 6.000$$

As a rule, the maximum allowed size for the length, height or width of each Parcel is 3.5 m, and the maximum allowed Chargeable weight is 1,000 kg for each Parcel. Nevertheless, the Service Provider shall make available to the Users/Customers, on the Website, the specific limits different from the ones mentioned herein (e.g. lower limits, higher limits), as well as the Origin Countries where such different limits apply. Also, the Customer shall be informed on the Website/in his/her Account on other limitations applicable at certain Origin Country Shopping Addresses and/or Destination Countries.

3.4 (3) The Prices of the Services (*i.e.* Applicable Tariffs) are set out in the Annex of these Terms & Conditions. For the avoidance of doubts, Annex shall form an integral and inseparable part of each Distance Contract, as provided herein.

3.5. (1) The following specifications regarding the Price payable by the Customer shall be applicable as a rule [in case of Origin Country that are member states of the European Union and/or of the Customs Union]:

- (i) All Prices are expressed in **Albanian Leke (ALL)** VAT (according to the applicable laws) included;
- (ii) The Price includes all costs and taxes related to the performance of the contractual obligations undertaken by the Service Provider under the Contract, by reference to the elements indicated in sub-section 3.2 (and excluding any additional operations);
- (iii) Prices are established taking into account that the Origin Country (and of the Origin Warehouse – for the return) is member state of the European Union and/or of the Customs Union; and
- (iv) Origin Country Shopping Address (respectively the Origin Warehouse, for return) is located in a member state of the European Union or in a member state of the Customs Union; and

- (v) The Return Mandate Services are provided with respect to the same Parcel for which the Service Provider previously completed, at some previous moment, the Initial Mandate Services.

In case, due to legislative amendments inclusively, the country the Origin Country Shopping Address (respectively the Origin Warehouse) is located into, shall no longer be a member of the European Union and / or the member of the Customs Union, the Prices shall be subject to amendment, as to reflect any eventual tariffs / duties regarding customs formalities, duties related to export / import, and other such consequences of such legislative amendments, mainly based on the principles/rules set under paragraph 3.5 (2).

3.5 (2) If the Origin Country Shopping Address (respectively the Origin Warehouse) is a country outside the European Union and / or the Customs Union, the Prices shall be subject to amendment, as to reflect any eventual tariffs / duties regarding customs formalities, duties related to export / import, and other related specific charges, in accordance with the applicable regulations, considering the following rules/principles:

- Customs formalities shall be performed, as a rule, at the Destination Warehouse / Intermediary Warehouse, in accordance with the relevant legal provisions;
- Customs formalities shall require, at all times, the Service Provider being entrusted by the Customer with a specific mandate to this end;
- The Service Provider may perform the customs formalities in the name and on behalf of the Customer (as owner of the Parcel), provided, however, that the Customer follows the instructions received from the Service Provider on the Website and/or the Account and thus performs, at its turn, the operations requested by the Service Provider, *i.e.* : the Customer signing and uploading in the Account of a specific customs formalities mandate/proxy given to the Service Provider (based on the templated provided by the Service Provider), declaring the contents of the Parcel, uploading a copy of the invoice for the Product bought from Third Parties, uploading the order for the Product evidencing the value paid for the Product, granting to the Service Provider (if the case) the authorisation to make payments of the customs duties and/or import VAT and/or other import taxes, paying in advance (if requested by the Service Provider) the applicable customs duties and/or import VAT and/or other import taxes;
- The Customer hereby acknowledges and accepts that, as a rule, the specific customs formalities mandate to the Service Provider must observe the precise template given by the Service Provider, including the language it is written into. The Customer hereby declares and warrants that the mandate shall at all times attest his/her consent freely given and given in consideration of the Customer's complete understanding and will (*e.g.* the Customer shall undertake any step it considers sufficient for ensuring this result, *e.g.* have the mandate translated, on his/her expense, into his/her language, before effectively signing the version in the language of the customs formalities). Once he/she signs the mandate, the Customer shall hold the Service Provider free and harmless from any allegations (including his/her claims) with regard to not having understood and/or not freely having consented to signing the mandate;
- As a rule, a general mandate/proxy for customs formalities to be undertaken in a certain Destination Country shall be signed by the Customer for all formalities with regard to Parcels to be performed by the Service Provider in the name and on behalf of the Customer in the respective Destination Country, throughout the validity term of the mandate/proxy;
- The Service Provider's fee for the customs formalities shall be evidenced (if applicable) in the invoice for the Services performed by the Service Provider with respect to a certain Parcel;
- The Service Provider's fee for making payments, directly from its own bank account or indirectly via its subcontractors, in the name and on behalf of the Customer, with regard to necessary customs formalities, *i.e.* customs duties, import VAT and/or other import taxes, may be charged by the Service Provider to the Customer, together with the Prices for the Service;
- By placing Orders with respect to Parcels that need to undergo customs clearance formalities, the Customer undertakes to promptly grant to the Service Provider the required input for the performance of such formalities, as well as to perform his/her payment obligations corresponding thereto;
- The Customer hereby acknowledges that the payments he/she would need to make for customs formalities shall vary and shall depend on the customs clearance formalities and fees set for formalities/VAT import/import taxes in each Destination Country / country of the Intermediary Warehouse, in accordance with both the legal provisions and the Service Provider's policy (*e.g.*

thresholds for customs formalities performed at no additional costs for customs formalities, thresholds imposing customs clearance, etc.);

- The Customer hereby acknowledges that any payment made by the Service Provider in the name and on behalf of the Customer with respect to the customs formalities shall be deemed as a payment made for the Customer;
- The Customer hereby acknowledges and accepts that the Service Provider may at any time change the limits/fees/set for customs formalities, with corresponding information give to the Customer on the Website and/or in the Account;
- The Customer hereby acknowledges and accepts that in case the Service Provider does not receive, as requested, the necessary input/formalities/advance payments from the Customer for performance of customs clearance procedure, the Service Provider cannot be held liable for non-performance of customs clearance procedure; terms of article 3.35(2) shall apply *mutatis mutandis* to Parcels that cannot undergo such customs procedure pursuant to non-performance by the Customer of his/her obligations with respect to customs clearance.

For the avoidance of any doubt, the Customer's input and action is essential for the carrying out of the customs formalities by the Service Provider, in the name and on behalf of the Customer, therefore the Service Provider cannot be held responsible, at any time, in case the Parcel does not reach the Customer and/or does not enter the customs formalities because of the Customer's non-performance/faulty performance of obligations regarding the customs formalities.

3.6. (1) Initial Mandate Services: Considering that, actually, the determination of the Chargeable weight shall be possible to be carried out by the Service Provider only upon a valid Order confirmation according to sub-section 3.26 hereof, and the fact that, effectively, the Customer shall be able to provide the Service Provider with his / her options regarding the Handing Over Point / consolidated Parcels / the Price payment means, during the performance of the Contract (e.g. when the Parcel reaches the Destination Warehouse and the Customer is notified by the Service Provider on such status), the **final Price to be paid by the Customer** to the Service Provider for rendering the Services under the Distance Contract shall be finally determined during the stage in which the Customer finally decides, under the Account, on the options regarding the provision of Services (e.g. whether he / she opts for consolidating the Parcels, indicates the Handing Over Point, whether the Customer chooses guarantee services, indicates the Price payment method, etc.).

Thus, considering the above, any eventual charges / additional costs shall be indicated, as a rule, during this stage, and the final Price owed by the Customer shall be the price agreed with the Customer during the stage where he / she has indicated all these options. Notwithstanding the foregoing, the final Price may be subject to further amendments (e.g. according to Art. 3.7(iv)) and such amendments shall be made, according to the applicable law, but solely with both Parties' consent.

3.6 (2) Return Mandate Services: Considering that, practically, the determination of the Chargeable weight shall be possible to be carried out by the Service Provider only upon a valid Order confirmation according to sub-section 3.26 hereof, **and** the fact that, practically, the Customer shall be able to provide the Service Provider with his / her options regarding the consolidated Parcels / the Price payment means, the provision of last mile delivery to the Third Party Address, etc.), during the performance of the Contract for return (e.g. when the Parcel reaches the Destination Warehouse, and the Customer is notified by the Service Provider on such status), the **final Price to be paid by the Customer** to the Service Provider for rendering the Services under the Distance Contract shall be finally determined during the stage in which the Customer finally decides, under the Account, on the options regarding the provision of Services (e.g. whether he / she opts for consolidating of the return Parcels for the same Origin Warehouse, whether the Customer chooses guarantee services, last mile delivery, etc.) for that retour.

Thus, considering the above, any eventual charges / additional costs shall be indicated during this stage, and the final Price owed by the Customer shall be the price agreed with the Customer during the stage where he / she has indicated all these options. Notwithstanding the foregoing, the final Price may be

subject to further amendments (e.g. according to Art. 3.7 and such amendments shall be made, according to the applicable law, but solely with both Parties' consent.

3.7. Other fees and charges may apply for specific operations (*inter alia*, extra fee for extra Parcel in case of cumulative Parcels, extra fee for payment of the Price upon effective receipt of the Parcel, extra fee for Order Processing service on behalf of the Customer, extra fee for guarantee services, extra fee for additional operations such as additional packaging), with such extra fees to be evidenced in the Tariff Annex (where applicable according to mandatory law, such fees/charges shall be specifically agreed by the Parties).

As regards the guarantee services fee, this shall be paid for the guarantee services contracted by the Customer from the Service Provider, in case the Customer wants to be indemnified by the Service Provider with an indemnity of a higher value than the standard value as per section (e.7) herein. For the avoidance of any doubt, the guarantee services shall not be available for Parcels having undergone re-packaging services as per the terms herein.

3.8. Pursuant to these Terms and Conditions, the Service Provider reserves any and all rights to periodically amend the Prices for the Services, as listed on the Website (including any other fees and charges). For the avoidance of doubt, the Price of the Services is the one determined according to the information on the Website upon placing the Order to the Service Provider, including to the terms of the relevant Terms and Conditions (provided that the Distance Contract is concluded and the provisions in sub-section 3.6 hereof are observed) and can be amended thereafter only in accordance with the applicable law.

(c) Price payment methods

3.9. (1) Price shall be paid by the Customer for Initial Mandate Services, by any of the means listed as available on the Website and / or in the Account.

- **Payment in cash, upon delivery, at the Destination Warehouse:**

The Customer or his / her representative authorized to pick up the Parcel shall make the payment in cash upon the effective take-over of possession of the Parcel, on the basis of the document attesting the payment issued by the Service Provider / subcontractor of the Service Provider. In the case of partial payment of the Price owed by the Customer, the Service Provider shall be entitled to refuse the handing over of the Parcel, and the Service Provider shall not be held liable for any consequence related to the delivery failure;

- **Payment in cash, upon delivery, by courier:**

The Customer or his / her representative authorized to pick up the Parcel shall make the payment to the courier upon the delivery at the Handing Over Point. For making the payment, the Customer receives the supporting document (invoice / receipt). In case the amounts owed by the Customer under the Contract are not paid to the courier by the Customer, the relevant Parcels shall not be handed-over to the Customer (his / her authorized representative), and the Service Provider shall not be held liable for any consequence related to the delivery failure. For the payment upon delivery, by courier, the Customer shall also pay the additional fee indicated under Art. 3.7 hereof;

- **Payment in cash, upon delivery, upon the Parcel reception at the Click-and-collect point (located in Albania and chosen by the Customer from the list of such Click-and-collect points indicated by the Service Provider on the Website):**

The Customer or his / her representative authorized to pick up the Parcel shall make the payment at such Click-and-collect point. For making the payment, the Customer receives the supporting document (invoice / receipt). In case the amounts owed by the Customer under the Contract are not paid, the relevant Parcels shall not be delivered / handed-over to the Customer (his / her authorized representative), and the Service Provider shall not be held liable for any consequence

related to the delivery failure. For the payment upon delivery, at the Click-and-collect point, the Customer shall also pay the additional fee indicated under Art. 3.7 hereof;

- **Payment by debit cards** (the list of the types of accepted debit cards can be found by accessing the Website):

Unless otherwise instructed on the Website/in the Account, the Customer is not charged any additional fees for payment by debit card made online. The Customer will be allowed to make the payment by debit card when it is informed upon acceptance of his/her Order.

- **Payment by any e-payment solution indicated on the Website**

Customer is not charged any additional fees for payment by e-payment solutions. The Customer will be allowed to make the payment by e-payment solution at the latest upon arrival of the Parcel at the Origin Warehouse. Unless otherwise instructed on the Website/in its Account, the Customer is not charged any additional fees for payment by e-payment solution.

3.9 (2) The Customer will be able to make the payment for the Price for the Return Mandate Services, by any of the methods mentioned on the Website and/or in the Account:

- **Payment in cash, at the Destination Warehouse** (*if this option is available to the Client upon placing the Order*):

The Customer or his / her representative authorized to hand-over the return Parcel shall make the payment in cash upon the effective hand-over of possession of the return Parcel, on the basis of the document attesting the payment issued by the Service Provider / subcontractor of the Service Provider. In the case of partial payment of the Price owed by the Customer, the Service Provider shall be entitled to refuse the picking-up of the Parcel, and the Service Provider shall not be held liable for any consequence related to the pick-up failure;

- **Payment in cash, upon pick-up, by courier:**

The Customer or his / her representative authorized to hand-over the return Parcel shall make the payment to the courier upon the pick-up at the Pick-Up Point. For making the payment, the Customer receives the supporting document (invoice / receipt). In case the amounts owed by the Customer under the Contract are not paid to the courier by the Customer, the relevant return Parcels shall not be picked-up from the Customer (his / her authorized representative), and the Service Provider shall not be held liable for any consequence related to the pick-up failure. Also, the Service Provider could charge for the costs incurred with the courier. For the payment upon pick-up, by courier, the Service Provider could also ask the Customer to pay the additional fee indicated under Art. 3.7 hereof;

- **Payment by debit cards** (*the list of the types of accepted debit cards can be found by accessing the Website*)

Unless otherwise instructed on the Website/in the Account, for on-line payments using the debit card on the Website, the Customer is not charged any additional fees for payment by debit card made online.

The Customer will be allowed to make the payment by debit card at the latest until it hands-over the Returned Parcel at the Pick-Up Point. In case the amounts due by the Customer, in accordance with the relevant Contract, are not paid at the Pick-Up Point, the respective parcels shall not be picked-up from the Customer. The Service Provider shall not be held liable for any consequence related to the pick-up failure.

3.9 (3) The User / Customer shall not be able to invoke the use of the Website / Account / Orders / Distance contracts in violating the provisions hereof / representations made hereunder, including out of an act of negligence (e.g. the Third party is not an on-line shop), or the use in bad-faith of the Website /

Account / Orders / Distance contracts, for refusing to make the payment of the Price owed to the Service Provider performing its contractual obligations.

(d) The Parcel

3.10. (1) Parcel can be subject to the delivery by the Service Provider to the Customer under the Distance Contract only if the Parcel meets the requirements set forth herein.

3.10 (2) Notwithstanding the above, each Parcel shall be delivered to Origin Country Shopping Address during the working hours (*i.e.* Monday to Friday, 9 a.m. to 5 p.m.) of the Service Provider.

3.10 (3) Terms regarding size, packaging and contents of the Parcel

Terms regarding size and weight

- The maximum size for each of the coordinates length / height / width of each Parcel is of 3.5 m.
- The maximum weight (Chargeable weight) is 1,000 kg for each Parcel (unless a different limit is set according to these Terms and Conditions).

General packaging conditions

Parcel must reach the Origin Country Shopping Address, respectively the Destination Warehouse (in case of the Returned Parcel) packed appropriately, including as described below.

- Parcel must be intact (no cracks, no flaws), comply with the weight, form and nature of content requirements. It must be taken into account that the Parcel will be stored in a location where no specific temperature or other specific storage conditions are secured, as well as that the Parcel shall be transported by road routes, shall transit the territory of several countries, the transportation shall take several days to arrive at the Destination Warehouse and the Parcel shall be subject to successive handling procedures.
- Packaging must protect the content in such a manner that it will not be damaged due to pressure or due to successive handling. It must be taken into account that the Parcel will be stored / transported together with other Parcels, and the access to the content of the Parcel could be impossible without a visible action.
- Packaging must not show elements that may affect the safety / integrity of other Parcels or may affect the health / safety of the persons and (or) the environment and (or) cause any kind of damage / prejudices.
- ATTENTION! (a) Packaging for a Package must contain a label identifying the User / Customer, *i.e.* the following data must be indicated visibly on the Parcel: Name, last name of the Customer, ESWD Customer Code, Origin Country Shopping Address. (b) Packaging for a Returned Parcel must bear the data in the label sent by the Service Provider to the Customer upon placing the Order for Return Mandate Services.
- User /Customer is exclusively responsible for ensuring that the packaging is made so as to protect the content of the Parcel by taking into account the content characteristics, but also by considering the Parcel route.
- Packaging shall have no elements (*e.g.* logos, drawings etc.) that contravene to the applicable law, public order or principles of morality.
- Packaging shall not have several series of labels / elements, which would render impossible the establishment of the data required to identify the Parcel and (or) the User (Customer).

Specific packaging conditions

- Any additional data of warning nature (e.g. Fragile, Vertical, Please keep in a dry place, Do not store close to certain substances / elements, etc.) shall be taken into consideration, however, such specifications shall not exonerate the Customer from complying with the requirements that the Parcel must meet.

Repackaging Services

- The Customer hereby acknowledges that a Parcel may reach the Origin Country Shopping Address / Intermediary Warehouse inappropriately packaged and that for its further transportation, the Parcel needs to undergo (usually in international freight transportation, by road, air or sea) re-packaging operations (the Service Provider shall upload in the Account photographs on such status of the Parcels). The Customer hereby empowers the Service Provider to perform such re-packaging against a separate fee charged by the Service Provider and provided for in the Tariff Annex and/or the Website. The fee shall be also evidenced in the final invoice issued by the Service Provider for the Services performed in respect of that Parcel. If requested by the Service Provider, the Customer shall promptly respond to the Service Provider upon request of approval for re-packaging. For the avoidance of doubt, the Service Provider cannot be held responsible to provide the Services with respect to a Parcel for which re-packaging is not approved by the Customer /the corresponding re-packaging fee is not paid by the Customer, or for which the Customer does not send required approval. The re-packaging shall not alter the obligations undertaken by the Service Provider not to open the Parcel in accordance with these Terms and the re-packaging shall not be deemed as a contractual breach by the Service Provider in this respect.

Content-related conditions

- The Service Provider shall not accept at the Origin Country Shopping Address (Destination Warehouse – for Returned Parcels) packages that contain or are suspected to contain any of the following (and for the purpose of the provision of the Services shall not be considered as Parcels as defined in these Terms & Conditions, and there shall be no Orders validated and no Distance Contract shall be executed for the benefit of such packages/goods):
 - goods the storage / circulation / transportation / handling / holding / maintenance / delivery of which is forbidden under the applicable laws of any of the jurisdiction in which the Parcel is received, delivered (including the country of delivery and / or the destination country) or through which the Parcel is transported;
 - goods the storage / circulation / transport / handling / holding / maintenance / delivery of which may require special conditions that cannot be secured by the Service Provider;
 - packages that may affect, by the characteristics, packaging and / or content thereof, the safety / integrity of other packages or that may affect the health / safety of the persons or the environment or that may create any kind of damage / prejudices;
 - packages that contain any of the following: coins, bills, banknotes or securities, travel cheques, platinum, gold, silver, processed or not, gemstones, jewellery and other precious objects;
 - packages that contain any of the following (i.e. forbidden goods):
 - (a) illegal and psychedelic drugs, narcotics;
 - (b) explosives, flammable substances or other dangerous substances or radioactive substances;
 - (c) obscene or immoral objects;
 - (d) live stocks (including bees and other insects);
 - (e) arms, ammunitions, parts and accessories of the same;

- (f) alcoholic drinks with a concentration exceeding 70%, residues and wastes, nuclear reactors, water heaters, mechanical devices and tools, recipients containing gas, empty gas containers, tanks with motor fuels;
- (g) products affecting the ozone layer;
- (h) strategic products, movable cultural assets, wholesale products (in bags, in sacks), art pieces, personal value objects;
- (i) any other goods the storage / circulation / transport / handling / holding / maintenance / delivery of which is forbidden under applicable law (including commercial restrictions and/or economic sanctions) imposing sanctions / restrictions to countries, to natural or legal persons, including, without limitation to the sanction imposed by the United Nations Organization, the European Union and the Member States of the European Union.

For purpose of clarity, the above list is not exhaustive and shall not be relied upon by the User / Customer. The User / Customer is fully responsible to prior check-up and determination if the content of Parcel is not forbidden or other way restricted in the country where the Origin Country Shopping Address is located and (or) in Albania. Service Provider shall retain the absolute right to anytime refuse to accept the Parcel provided the content of the Parcel is not allowed or is restricted by the applicable law or the law of any jurisdiction that the Parcel may enter into during its transportation to Albania / Returned Parcel may enter during its transportation back to the Origin Warehouse. All and any costs related to refusal of acceptance of the such package shall be born to the User / Customer and the User / Customer by placing the Order and indicating the Origin Country Shopping Address as the delivery address of the Order (respectively indicating the Origin Country Shopping Address when ordering a return) fully understands and accepts the risks related to the non-acceptance of the Parcel at the Origin Country Shopping Address (respectively at the Destination Warehouse for a Returned Parcel), due to any of the reasons indicated in Art. 3(d) *Content related conditions* of the Terms and Conditions.

- goods requiring special storage / transportation conditions according to the applicable law in any business sector, by administrative, economic, sanitary, veterinary, pest control and other similar provisions (e.g. meat and meat offal, fish, crustaceans and other aquatic invertebrates, milk and dairy products, eggs, trees, bulbs, roots and similar plants, flowers and ornamental plants, cereals and seeds, resins, sugar and sugar-derived products, pastry, various food products, forage for animals, tobacco and alcohol off limits, salt, sulphur, ores, mineral fuels, essential oils, chemical products, pharmaceutical products, mineral manure, photographic products, raw skins, raw furs, wood, wooden charcoal, iron and steel);
- goods regarding which / in relation to which there are suspicions (even if not verified) of an illegal origin, the Parcel / Product being obtained by fraud, criminal offence or any other illegal act in any jurisdiction or by damaging the right of any third party;
- goods regarding which / in relation to which there are suspicions (even if not verified) of money laundry, terrorist activity financing or any other criminal activities;
- goods the handling / loading / unloading / transportation of which require additional efforts from the Service Provider (subcontractors), that might entail costs that are not covered by the Price of the Services, or by the technical terms or the handling terms agreed upon with the user / Customer, as provided herein.

Any documents that must accompany the Products / Parcel, according to the applicable law (e.g. invoice, certificates, inventory list, certificate of guarantee, etc.) must be inside the Parcel and raise no doubts that any of the included documents may be fraudulent.

ATTENTION ! A Returned Parcel must have the contents of the Parcel that was the object of the corresponding Contract for Initial Mandate Services.

3.10 (4) A Parcel failing to meet the above requirements regarding size, packaging and/or contents, shall not be accepted at the Origin Country Shopping Address / Destination Warehouse (for Returned Parcel)

and for the purpose of the provision of the Services shall not be considered as the Parcel (as defined in these Terms & Conditions) and there shall be no Orders validated and no Distance Contract shall be executed for the benefit of such Parcels, unless a prior written agreement executed by the Parties regarding such Parcel is into effect upon the delivery of such Parcel at the Origin Warehouse / arrival of the Returned Parcel at the Destination Warehouse, and provided that the corresponding Price payment is made.

(e) Conclusion and performance of the Services Contract

3.11. The User hereby represents and warrants that in order to benefit from Services, he / she agrees and complies with the provisions of these Terms and Conditions. In addition to the above, the User represents and warrants that he / she unconditionally accepts that the Order can only be placed by setting-up the Account.

(e.1) Account set-up. Registration on the Website

3.12. The User shall set up the Account by entering the required data on the Website indicated as compulsory by means of an asterisk in the relevant fields of the provided form. Correct and complete provision of the required data is essential for further placement of the Orders. The User is solely and fully responsible for the accuracy and veracity of the data and information entered on the Website, both when setting-up the Account, and upon the further use of such Account, in accordance with these Terms and Conditions (including, but not limited to, the Specific Terms).

3.13. After filling out the Form, the User must carefully read the applicable Terms and Conditions, by accessing them on the Website or directly accessing the link notified at the end of the Account set-up form:

(a) To agree with these Terms and Conditions, the User must tick the relevant box at the end of the Form. By ticking this box, the User accepts of the generation of the Account based on the data provided by the User in the Form.

(b) Failure to tick the box shall prevent from the generation of the Account, and eventually, from the placement of Orders and execution of the Distance Contract.

3.14. After filling out of the Form (at least with the compulsory data) and acceptance of these Terms and Conditions, the User shall receive preliminary details regarding the Account at the indicated e-mail address.

The User shall be required to access the provided link for the confirmation of his / her intention to set-up the Account. After accession of the confirmation link, the User shall be notified at the provided e-mail address with a confirmation e-mail indicating the details of the User's (Customer's) Account, including the ESWD Customer Code.

Only following the foregoing, the User shall be entitled to indicate the Origin Country Shopping Address for the orders placed with Third parties, for contracting Initial Mandate Services, and shall be entitled to place Orders for Return Mandate Services.

3.15. Any modification of any data before the completion of the Account shall be made by pressing the "Back" button on the Form. Moreover, the User may be notified on any eventual discrepancies of the registration process, and shall have to take actions for rectifying / filling it in with a view to finalise the setting-up of the Account.

3.16. Once the Account is set up, the User can configure the Account and the data provided according to his / her own options and preferences, without being able to validly amend the elements indicated as compulsory by the Service Provider for valid Order placement and on-line contracting of Services (e.g. ESWD Customer Code, Origin Country Shopping Address, etc.).

3.17. (1) The User can, at any time, place Orders for Initial Mandate Services, by indicating Origin Country Shopping Address as the delivery address and, thus, the Distance Contracts shall be executed for such Order upon the delivery of it to the Origin Country Shopping Address (as further indicated in these Terms and Conditions), provided that the Parcel and the Product comply with the requirements of these Terms and Conditions.

3.17 (2) The Client may make Orders for Return Mandate Services by selecting in the Account the Parcel that was initially brought to the Client under a Contract for Initial Mandate Services.

3.18 (3) For the avoidance of doubts, the User acknowledges and unconditionally agrees that , by setting-up the Account and / or by placing Orders that are not valid (as provided herein), the User shall not execute the Distance Contract and shall not benefit from the Services. Any contractual relationship shall be effective strictly under Distance Contracts to be deemed executed only in accordance with the specific provisions in section (e.4) hereof.

3.18 (4) Once the Account has been set up by the User, the Account shall be used by the User/Customer for an indefinite period of time (as long as the User/Customer complies with these Terms and Conditions). The User/Customer can request, at any time to close down the Account by e-mail at the following address [applicable e-mail]. The Account shall be closed down as soon as practically possible by notifying the User/Customer by e-mail. Closing of the Account does not charge any fee. However, all Distance Contracts validly executed by and between the Parties as provided herein, until the date of closing the Account, shall remain valid and effective and shall have to be performed accordingly by the Parties, until the fulfilment by both Parties of the obligations laid down in the Distance Contracts.

For the avoidance of doubts, the User acknowledges and accepts that by closure of the Account, the User shall not be able to place Orders and conclude Distance Contracts and shall no longer benefit from the Services.

3.18 (5) If the Account is deactivated/closed as provided herein, the Service Provider shall be able to keep, however, the information regarding the performance of the obligations under the Account / Distance Contracts concluded, exclusively for evidencing the conditions under which such obligations have been performed, including in front of a court / authority, as the case may be.

(e.2) *Placing Valid Orders for Services*

3.18. ATTENTION! Before placement of the Order, the User/Customer is invited to read these Terms and Conditions again, in particular the Specific Terms.

3.19. By acceptance of these Terms and Conditions, the User /Customer expressly agrees that the Service Provider shall send the Order acceptance and / or other information related to the status and performance of the Contract at the e-mail address indicated by the User/Customer in the Account. Moreover, by acceptance of these Terms and Conditions the Customer confirms that according to his / her own discretion, prior to placement of the Order /execution of the Contract, he / she has been completely, accurately, specifically, clearly and legibly informed about: the identity of the Service Provider, the registered address of the Service Provider, the contact data of the Service Provider, the Services, the means of ordering the Services, the means of determining the total value of the contracted Services (including the related limitations, for example regarding the actual period of time during which the Customer can exercise his / her right of withdrawal of the Order and (or) contract (as the case may be) concluded with the Third party with regard to the Products in the Parcel, taking into account that the Service Provider is not the manufacturer / distributor / reseller of the Products, etc.), the validity term for the promotions or the prices of the Services, respectively, that he / she fully understands these Terms and Conditions and the consequences of every Order and every Distance Contract deemed to be executed by the Parties under these Terms and Conditions (including, but not limited to, the rights and obligations of the Parties to the Distance Contract).

3.20. (1) The User who, after accessing the websites of Third parties on his / her risk, procures Products from such websites, shall be deemed as placing the Order only by correctly and fully indicating the Origin Country Shopping Address (indicated in his / her Account) as the delivery address of the Order.

3.20 (2) The User/Customer who selects in its Account a Returned Parcel (which must be a Parcel which was the object of a Contract for Initial Mandate Services completed by the Service Provider for the same Customer at a previous moment) and accepts the Terms and Conditions, is deemed to have placed an Order for Return Mandate Services.

3.21. (1) The User acknowledges and accepts that the procurement of the Product with Third parties shall be carried out exclusively on the personal liability of the User.

3.22. (2) The User/Customer accepts that the Initial Mandate Services can only be ordered for Parcels (Products) that comply with the characteristics, the requirements and the limitations provided herein in these Terms and Conditions and that are fully paid to the Third party by the User placing the Order to the Service Provider.

3.22 (3) The User acknowledges and accepts that he / she will not indicate the Service Provider, in his / her relation with any Third party / other entity / person, as agent of the User/Customer for making a payment in the name and on behalf of the User/Customer, or as a debtor of the obligation to make such payment to the Third Party / other entity / person, nor as a proxy of the User/Customer for accepting payments/money from a Third party. Any and all amounts due by the User/Customer to a Third party with respect to a Parcel / Returned Parcel (or from a Third party to the User/Customer) shall be borne exclusively by the User/Customer directly to the Third party (by such Third party debtor, directly to the User/Customer).

ATTENTION! The Service Provider shall not be held liable to make any payments to any Third party or other such suppliers / sellers / other persons / entities that deliver the Parcels / Products to the Origin Country Shopping Address / Destination Warehouse – for the Returned Parcels, in the name and on behalf of the User in relation to the Parcels and / or the Products. In case such a payment is requested to the Service Provider, the Service Provider shall be entitled to immediately terminate the respective Contract, no court intervention or other formality being necessary, without owing any amounts to the User/Customer for such termination.

3.22 (1) The User shall purchase Products by fully complying with the laws governing the contractual relations between the User and the Third party (including the sales terms of the Third parties). The Customer shall enter into the direct contract with the Third parties for the purpose of purchase of the Products and respectively, the User/Customer shall be held responsible for the compliance with all and any obligations against the Third Parties by purchase of the Products.

3.22 (2) With regard to retour, the User/Customer understands and accepts that the Service Provider does not undertake herein any obligation (express or implicit) to ensure by the Return Mandate Services that the User/Customer timely exercises its rights/obligations deriving from its relationship with a Third party (including the right of withdrawal from its relationship for the Product, with a Third party (e.g. an online vendor). For the avoidance of any doubt, the Service Provider does not offer or commit to any warranty, express or implied, for ensuring the exercise of such rights/obligations of the User/Customer in its relationship with a Third party. The contractual relationship between the User/Customer and the Service Provider, according to these Terms and Conditions and the Contracts, is separate and independent from any relationship between the User/Customer and a Third party.

3.23. (1) **ATTENTION!** The User shall be deemed to manifest his / her intention of placing an Order for Initial Mandate Services, by indication of the Origin Country Shopping Address as the address for Products delivery by using of his / her Account

3.23 (2) By selecting a Return Parcel in its Account, the User/Customer is deemed to manifest his/her intention of placing an Order for Return Mandate Services.

3.24. (1) Upon the arrival of the Parcel to the Origin Country Shopping Address, the Service Provider takes note of the placement of the Order, provided the Parcel (Product) complies with all the requirements prescribed in these Terms and Conditions.

3.24 (2) Upon the User/Customer's selection of a Parcel as Returned Parcel in the Account, the Service Provider takes note of the placement of the Order for Return Services Mandate, provided however that once it reaches the Destination Warehouse, that Parcel is validated by the Service Provider as a Returned Parcel.

3.25. By placement of the Order and execution of the Contract, the User declares that the **Parcel that reached the Origin Country Shopping Address (respectively the Returned Parcel that reaches the Destination Warehouse) complies with all conditions provided under these Terms and Conditions and that it shall comply, at any time, with any legal provisions and any provision of these Terms and Conditions.** If the User does not comply with / does not secure the compliance with the specified conditions / instructions of the Service Provider according to these Terms and Conditions with regard to the characteristics / interdictions in relation to the Parcel, either with intent or by fault (including negligence), and the Service Provider renders / starts rendering the Services, the Services shall be exclusively rendered on the risk of the User.

However, for the Parcels the content of which proves not to be allowed under the applicable law and / or these Terms and Conditions at any time (regardless whether the provision of Services has started or not), the Service Provider shall proceed according to the applicable law, including, but not limited to, the notification of the competent authorities, the opening / destruction of the Parcel and / or the Parcel hand-over to such authorities. The Distance Contract related to such Parcel shall be immediately deemed as unilaterally terminated by the Service Provider because of the material breach of the Distance Contract by the Customer, without court intervention or other formalities, claiming, as the case may be, the payment of damages for the prejudice thus caused by the Customer, however without holding the Service Provider liable against the Customer for such termination. Moreover, any other Distance Contract concluded with the Customer, and/or the contractual relationship with the Customer related to the Account shall be immediately deemed as legally terminated by the Service Provider, without court intervention or other formalities, claiming, as the case may be, the payment of damages for the prejudice thus caused by the Customer, however without holding the Service Provider liable towards the Customer for such termination.

3.26. (1) As of the moment the Parcel (meeting all requirements herein) reached the Origin Country Shopping Address, the Service Provider takes over the Parcel from the Origin Country Shopping Address and **thus, accepts the nature of Order validly made by the Customer regarding the Parcel**, provided the Parcel (Product) complies with the requirements of these Terms and Conditions.

3.26 (2) As of the moment the User/Customer receives a confirmation e-mail from the Service Provider (pursuant to accepting the Terms and Conditions) with regard to its order for a Return Parcel, the order is validated and the Contract for Return Mandate Services is deemed concluded (provided that the Return Parcel arriving at the Destination Warehouse is validated as compliant and the payment of the final Price is settled).

2.26 (3) The Service Provider, under his sole discretion and in accordance with these Terms and Conditions, may unilaterally consider that the Parcel does not comply with the requirements set forth in these Terms and Condition and thus, in the foregoing event it shall be considered that no valid Order has been placed.

(e.3) Acceptance of the Order

3.27. (1) Whereas the Service Provider becomes aware of the User's intention to benefit from the Initial Mandate Services only upon the arrival of the Order at the Origin Country Shopping Address, the acceptance of the Parcel shall be deemed as the acceptance of the Service Provider to provide Services subject to prior measurement of the Parcel and other check-ups of the Parcel as may be required by these Terms and Conditions or under the applicable law.

Following the foregoing, the Service Provider shall promptly notify the Customer in his/ her Account and by e-mail of the acceptance of the Parcel. The notification shall also include the link to these Terms and Conditions.

Notwithstanding the above, the User is entitled to inform the Service Provider through his / her Account about the Order in advance, however, such notification is of informative nature and thus, does not create any rights and (or) obligations in relation to such Order.

As regards the Return Mandate Services, a first validation is given when the User makes the order in the Account.

(2) For the avoidance of doubts and notwithstanding any other provisions of these Terms and Conditions, any e-mail sent by the Service Provider with a purpose to confirm the delivery of the Parcel to the Origin Country Shopping Address shall contain a link to including, but not limited to, a most recent edition of these Terms and Conditions and the User shall be required to follow the provided link and to expressly give his / her consent to the most recent edition of the applicable documents listed herein.

(3) ATTENTION! The User erroneously receiving a notice in the sense of any of the one specified in the abovementioned paragraph or erroneously receiving a Parcel for the delivery of which he / she did not order Services, and / or did not purchase from a Third party / does not want to return a parcel, and, although he / she is not the Parcel owner, hence the addressee entitled to receive the notification / Parcel indicated by the Service Provider in such notification, does not inform the Service Provider to this end, by e-mail, that he / she is not the targeted User and that he / she is not the one having placed the Order in relation to such Parcel, by this attitude causing or possibly causing prejudice to the Service Provider and / or other User (e.g. unfairly gains the possession of the Parcel and does not return it to the Service Provider exactly in the same state he / she has received it, unopened and unaltered), can suffer an immediate restriction of his / her access to the Website and / or his / her Account can be terminated, by means of the e-mail notice from the Service Provider. In addition, the Customer failing to comply with the terms of returning the Parcel / Product erroneously received by Initial Mandate Services, thus, as instructed by the Service Provider, can be invoiced for the Parcel / Product value (that may be inclusively credited from any eventual orders placed on the Website), the Service Provider reserving the right to refer to the legal authorities by lodging official complaints.

(4) ATTENTION! The User/Customer (consumer within the meaning of the applicable law) represents and warrants that he / she understands that the Parcel delivery the Origin Country Shopping Address / at the Destination Warehouse (for the Returned Parcel), according to the aforesaid, includes the express authorization to the Service Provider to initiate the provision of Services in relation to such Parcel, during period of time within the User/Customer can exercise the right of withdrawal, according to these Terms and Conditions (and that, thus, the Service Provider and the User must not wait for the expiry of such term within which the User can exercise the right of withdrawal for moving to the enforcement of the Distance Contract executed for the Parcel as provided under section (e.4) below). If the User intends to withdraw his / her express authorization granted according to this paragraph (enabling the Services Provider to proceed with Services rendering during the withdrawal time interval), the User must expressly send an e-mail at [applicable e-mail]. In the absence of a notification from the User/Customer to this end, the Service Provider shall consider the authorization for the provision of Services during the withdrawal time interval valid as to the User/Customer.

The Customer must ensure that he/she provides the Service Provider (its subcontractor) the presentation of valid documents enabling the establishment of the identity of the Customer, or the representative authorised by the Customer to hand-over the Returned Parcel and settle the Price. The Customer understands and agrees that the presentation of such documents is non-excessive by reference to the purpose intended, *i.e.* ensuring the delivery of possession to the person authorized, the owner of the

Returned Parcel (and of the content thereof), who is the Customer (personally or by his / her duly authorized representative). In addition to the above, the establishment of the identity is required to prevent money laundering and terrorism financing according to the applicable law.

(e.4) Conclusion of the Distance contract

3.28. The Distance Contract is deemed to be executed by receipt of the confirmation e-mail by the Customer in accordance with the relevant steps indicated in these Terms and Conditions.

For the avoidance of doubts, a new Distance Contract shall be executed for the purpose of each Parcel/Returned Parcel.

The User shall be deemed the Customer within the meaning of these Terms and Conditions) after the receipt of the confirmation e-mail.

3.29. Unless otherwise provided, no remuneration as Services price shall be owed by the user to the Service Provider prior to execution of the Distance contract according to the steps indicated above. Any and all the rights and obligations under Contract shall be deemed obtained and any and all Prices shall be calculated as of execution date of the Contract.

3.30. The Distance Contract executed by and between the Service Provider and the Customer shall consist of: (i) the Terms and Conditions accepted by the Customer under Art. 3.27 hereof (the ones mentioned under Art. 3.27(2) prevailing), and (ii) only for the Customer – consumers within the meaning of the applicable law, and by the express authorization of the Service Provider to initiate the provision of Services during the period of withdrawal, in accordance with Art. 3.27(4) above.

3.31. The confirmation by e-mail regarding acceptance of the Parcel shall also contain a note regarding the contract being deemed a Distance Contract, as described and having the above-mentioned content.

3.32. Only the **Customer – consumer** has the right to notify the Service Provider in writing about his / her withdrawal from the Distance Contract for the Services related to a Parcel, without any penalties and without offering a reason, within maximum 14 calendar days after the conclusion of the Distance Contract in relation to the Parcel (the execution date of the Distance Contract is established according to Art. 3.28 hereof). ATTENTION! If the Customer – consumer has expressly authorized the Service Provider to initiate the provision of Services in relation to the Distance Contract during the period of withdrawal (please see Art. 3.27 hereof), and, later, the Customer withdraws from this Distance Contract during the period of withdrawal, the relevant Customer shall owe to the Service Provider an amount proportionate to the Services rendered by the time the Customer notifies the exercise of the right to withdraw from the relevant Contract, *i.e.* that can be at most equal to the quantum of the Final Price owed by the Customer in relation to this Contract (depending on the stage of the performance of the Contract). The Customer – consumer's withdrawal from the Distance Contract shall only be carried out by the Customer – consumer, and only by complying with the procedure described under section (e.6) below.

(e.5) Performance of the Contract

3.33. The Service Provider shall provide the Services with the diligence of a professional, and shall use best endeavours to provide the Services at a high level of quality, without securing any special quality parameters relating to the provision of Services.

3.34. The Service Provider shall inform the Customer about the Parcel status during each activity performed in carrying out the mandate granted by the Customer under the Contract, as follows:

a) For the Parcels under Initial Mandate Services:

In Origin Warehouse: this status indicates the moment the Parcel is placed (measured, weighted and photographed and registered with the Service Provider's system in the warehouse located in the country where the Parcel has been delivered to in accordance with the Origin Country Shopping Address);

In Transit: this status indicates the moment when the Parcel is loaded on the vehicle and is *en route* to Albania;

In ***Intermediary Warehouse*** this status indicates the moment when the Parcel is stored, waiting to undergo customs clearance;

In Destination Warehouse: this status indicates the moment in which the Parcel has arrived at the Service Provider's Destination Warehouse;

Consolidation / order prepared to be picked up by the Customer: status indicating the Customer's wish for a Parcel to be prepared by the Service Provider in order to be directly picked up by the Customer / Customer's authorized representative from the Destination Warehouse. Depending on the Customer's option expressed also under the Website Account, the Parcel will or will not be consolidated with other Parcels in relation to which the Service Provider has provided / shall provide Services under the Distance Contract(s) with the same Customer;

Picked up by the Customer: status indicating the termination of the Contract based on the pick-up of the by the Customer / Customer's authorized representative from the Destination Warehouse, following full performance of the Parties' obligations, including full payment of the Price by the Customer.

Consolidation / order prepared to be picked up by courier: status indicating the preparation of the Parcel by the Service Provider in order to be delivered by the courier at the Handing Over Point indicated by the Customer under the Account. For the clarity purposes, such status means that the Parcel is ready to be picked up by the courier. Depending on the Customer's option also expressed under the Website Account, the Parcel can or cannot be consolidated with other Parcels in relation to which the Service Provider has ensured / shall ensure Services under Contract(s), therefore waiting to be actually delivered at the same time with other Parcels in relation to which the Service Provider has ensured / shall ensure Services under Contract(s) with the same Customer.

Picked up by courier: the status is updated when the courier actually takes over the Parcel from the Destination Warehouse.

Consolidation / order delivered by the courier: status indicating the receipt of the Parcel by the Customer.

Consolidation / order prepared to be picked up from the Click-and-collect point [X] (*i.e.* the Click-and-collect point X selected by the Customer from the options indicated by the Services Provider on the Website as Click-and-collect points in Albania): status indicating the Customer's wish for a Parcel to be ready to be picked up by the Customer / Customer's authorized representative from the Click-and-collect point [X]. The status means that the Parcel is ready to be picked up by the Customer / Customer's authorized representative from the *Click-and-collect point [X]*. Depending on the Customer's option also expressed under the Website Account, the Parcel can or cannot be consolidated with other Parcels in relation to which the Service Provider has ensured / shall ensure Services under the Contract(s) entered into with the Customer, therefore waiting to be picked up at the same time with other Parcels of the Customer delivered by the Service Provider at the same Click-and-collect point [X].

Picked up by the Customer: The status is updated when the Customer / Customer's authorized representative actually takes over the Parcels from the Click-and-collect point [X].

ATTENTION! The Customer assumes the obligation to ensure, for the actual receipt of the Parcel, as the case may be, at the Destination Warehouse, to the courier, or at the Click-and-collect point [X] (depending on the option chosen by the Customer for actual take-over of the Parcel), the presentation of valid documents enabling the establishment of the identity of the Customer, or the representative authorised by the Customer to take over the Parcel and settle the Price. The Customer understands and agrees that the presentation of such documents is non-excessive by reference to the purpose intended, *i.e.* ensuring the delivery of possession to the person authorized, the owner of the Parcel (and of the content thereof), who is the Customer (personally or by his / her duly authorized representative). In addition to the above, the establishment of the identity is required to prevent money laundering and terrorism financing according to the applicable law.

b) For the Returned Parcels under Return Mandate Services:

In Destination Warehouse: this status indicates the moment the Returned Parcel arrives at the Destination Warehouse for undergoing the operations necessary for its validation as a Returned Parcel; if *Consolidation* is available, this status shall also appear.

In Transit: this status indicates the moment when the Returned Parcel is loaded on the vehicle and is en route back to the Origin Warehouse;

In Origin Warehouse: this status indicates the moment in which the Returned Parcel has arrived back at the Origin Warehouse; status indicating the termination of the Contract for Return Mandate Services (in case the Third party is not located in the same country with the country where the Origin Warehouse is located).

Consolidation / order prepared to be delivered by last mile delivery at the Third Party Address in the country of the Origin Country Shopping Address: status indicating the Service Provider is preparing the Returned Parcel, in the country of the Initial Warehouse, for last mile delivery (if the option is available for that Returned Parcel and provided that the corresponding Price has been paid).

Picked up by the courier: status indicating the termination of the Contract for Return Mandate Services for Returned Parcels that must be delivered to the Third Party Address.

3.35. (1) The Service Provider shall not be held liable for the consequences (*e.g.* refusal to hand over to the Customer / Customer's authorized representative actual possession of the Parcel).of failure to provide documents for the purpose of establishment of the identity. The Customer understands that the Service Provider shall at no time retain copies of the identity documents herein indicated.

3.35 (2) The Customer understands and agrees that the Handing Over Point indicated by the Customer can be located only within the territory of Albania, and cannot be a penitentiary or such other locations with a special regime (including in terms of receipt / takeover of Products / Parcels or the conclusion of contracts).

ATTENTION! The Parcel that has not been picked up by the Customer from the Destination Warehouse (or from the courier / Click-and-collect point, as the case may be), or that has not been cleared from customs formalities perspective (*e.g.* the Customer has not performed the operations/has not performed them in due time) within maximum period of 30 days after the Parcel has arrived at the Destination Warehouse/Intermediary Warehouse or for which the Customer has indicated no other method of delivery under these Terms and Conditions, within the aforementioned term, shall be received by the Customer only on the basis of the payment of the amount in addition to the Price owed, equal to the amount due up to that moment (to be, consequently, added to the Price due under the Contract). The amount shall be owed by the Customer for each period of 30 subsequent consecutive days, during which the Parcel remains in the Destination Warehouse/Intermediary Warehouse under the conditions herein referred to. If

a term of 6 (six) month lapses after the first notice given by the Service Provider in accordance with Art. 3.34 hereof, the Customer hereby authorizes the Service Provider to take possession of the Parcel, on account of the receivables held against the Customer, the Service Provider being entitled to treat the same as a sole owner.

3.35 (3) The Customer understands that, unless otherwise indicated to the Customer by the Service Provider (e.g. on the Website, in the Account), the Third Party Address can be only on the territory of the country where the Origin Warehouse is located and that it is a location where the effective taken-over of a Returned Parcel can be ensured (e.g. it cannot be a postal address) and the signature for the taken-over.

3.35 (4) ATTENTION! The Returned Parcel that has not been picked up from the Origin Warehouse (or has not been taken over by the Third party to which a last mile delivery was performed by the Service Provider) within maximum period of 30 days after the Returned Parcel has arrived at the Origin Warehouse, shall be received by the Customer only on the basis of the payment of the amount in addition to the Price owed, equal to the amount due up to that moment (to be, consequently, added to the Price due under the Contract). The amount shall be owed by the Customer for each period of 30 subsequent consecutive days, during which the Returned Parcel remains in the Origin Warehouse under the conditions herein referred to. If a term of 6 (six) month lapses after the first notice given by the Service Provider in accordance with Art. 3.34 hereof, the Customer hereby authorizes the Service Provider to take possession of the Returned Parcel, on account of the receivables held against the Customer, the Service Provider being entitled to treat the same as the sole owner of that Returned Parcel.

3.35 (5) The Returned Parcel that cannot be handed over at the Third Party Address, for a reason non-attributable to the Service Provider, shall be treated under the provisions of article 3.35 (4) above.

3.36. Delivery of the Parcel to the possession of the Customer (or his / her authorized representative) at the Handing Over Point shall represent full performance of the Contract for Initial Mandate Services (provided that the Price has been fully paid up by the Customer) in connection thereto.

3.37. (1) With respect to Initial Mandate Services, the Service Provider shall use all reasonable endeavours under its control so that the maximum term of Service provision until the Parcel arrives at the Destination Warehouse, relating to a Parcel, shall be no longer than 15 (fifteen) calendar days (for Origin Country Shopping Addresses located in Europe), and no longer than 30 (thirty) calendar days (for Origin Country Shopping Addresses located outside Europe), from the execution of the respective Distance Contract, in accordance with sub-section 3.28 hereof, the Service Provider offering no special guarantees regarding the compliance with such term. For the avoidance of doubts, the Parcel shall leave for the Handing Over Point in Albania on a weekly basis (depending on the execution date of the Distance Contract).

ATTENTION! The aforementioned maximum term is assumed provided that the Customer fully performs, under these Terms and Conditions and as per the Service Provider's instructions, the actions required to be performed by the Customer within the Account, for the following phases of Contract performance. Therefore, the Customer shall react as soon as possible to the notices regarding the status of the Order / Parcel, in order to give the required instructions under his / her Account / by e-mail, so that the Service Provider can provide the Services and the Customer can take direct possession of the Parcel as soon as practicable. The Service Provider shall not be held liable for exceeding such term due to the Customer's lack of reaction / action / involvement / response.

3.37 (2) As regards the Return Mandate Services, Service Provider shall use all reasonable endeavours under its control so that the maximum term of Service provision until the Returned Parcel arrives at the Origin Warehouse, shall be no longer than 15 (fifteen) calendar days (for Origin Warehouses located in Europe), and no longer than 30 (thirty) calendar days (for Origin Warehouses located outside Europe), from the execution of the respective Distance Contract, in accordance with sub-section 3.28 hereof, the Service Provider offering no special guarantees regarding the compliance with such term. For the avoidance of doubts, the Returned Parcels shall leave from the Destination Warehouse on a weekly basis.

ATTENTION! The aforementioned maximum term is assumed provided that the Customer fully performs, under these Terms and Conditions and as per the Service Provider's instructions, the actions required to be performed by the Customer within the Account, for the following phases of Contract performance. Therefore, the Customer shall react as soon as possible to the notices regarding the status of the Order / Returned Parcel, in order to give the required instructions under his / her Account / by e-mail, so that the Service Provider can provide the Services and the Customer can take direct possession of the Parcel as soon as practicable. The Service Provider shall not be held liable for exceeding such term due to the Customer's lack of reaction / action / involvement / response.

3.38. ATTENTION! Taking into consideration that, under the Contract for Initial Mandate Services, the Customer authorizes the Service Provider to take possession of the Parcel at the Origin Country Shopping Address (e.g. UK), in relation to the Third party (seller of the Product / the supplier of the Product), the delivery of the Product on the basis of the contract executed by and between the Customer and such Third party / supplier of the Products shall be deemed to be made when the Service Provider takes possession of the Parcel at the Origin Country Shopping Address, therefore all the Customer's rights in relation to the Third party shall run from this moment on, including the Customer's eventual right of withdrawal under the EU laws or any right of the Customer in connection with the time of delivery (including, without limitation, the Customer's rights regarding the warranty, claim of non-compliance, etc.). At least for all these reasons, the Customer must react to the Service Provider's notices so as to take direct possession of the Parcel as soon as practicable. Nevertheless, the Service Provider shall not be held liable to the Customer or to the Third party / supplier of the Parcel, for any matter related to such rights of the Customer / Third party / supplier of the Parcel, arising from the direct relationship between the Customer and the Third party / supplier, or for any non-performance / late performance relating to such a relationship or for any other effects related to the relationship between the Third party / supplier of the Parcel and the Customer.

ATTENTION! If, under the applicable law or other provisions (e.g. the contract), the Customer's right of withdrawal (and other rights for which, to a Third party – seller / supplier, the date of taking over the Parcel by the Service Provider from the Origin Country Shopping Address shall be the only aspect to matter) shall commence to run from the date when the Service Provider takes over the Parcel at the Origin Country Shopping Address, so that it is possible that, as far as such Parcel / Products is / are concerned, the Customer loses, until the moment he / she enters direct possession of the Parcel, the right of withdrawal (other rights) regarding the relationship with the Third party / supplier in what regards the Product. The Customer understands and accepts that the Service Provider shall, under no circumstances, be held liable for such situations.

3.38 (2) As regards the Return Mandate Services, the pick-up of the Returned Parcel, by the Service Provider, from the Customer, at the Pick-Up Point, is not to be deemed as exercise by the Customer of its obligation to return/deliver the Returned Parcel in relation to a Third Party, nor the execution of the withdrawal right under the contract with the Third party. The Service Provider shall not act as a proxy of the Third party, either at the Destination Warehouse, at the Pick-up Point or at the Origin Warehouse, and the Service Provider shall not gain any ownership title (or obligations in relation thereto) to the Returned Parcel (unless otherwise expressly provided herein).

3.39. The Service Provider shall employ appropriately trained staff for the performance of the Services and professional subcontractors in carrying out the relevant activities under the Contract.

3.40. The Service Provider reserves the right to suspend, at any time, the performance of the Contract (including the access to the Account and the provision of Services to the Customer) if there are any suspicions regarding the non-performance by the User / Customer of any of the provisions hereof, without being held liable against the User / Customer for such suspension / damages claimed by the Customer; at the same time, the Service Provider shall be entitled to resort to suspension if it has any suspicions (even if not verified) of any kind of fraud by the Customer, including the attempt (e.g. hacking into computer systems, hacking into bank systems, use of false data, use of false identities or false cards, use of other User's / Customer's account, etc.) or in case the suspension is required by the competent authorities or for the Service Provider to observe the measures indicated by the authorities. In such cases, the Service

Provider may provide any data regarding the User / Account / conduit / activity of the Customer on the Website, and may take any steps deemed necessary, including the delivery of the Customer's Parcels / Products to the authorities.

3.41. The Service Provider and the User/Customer expressly agree that, at no point and within no action / Service provision, shall the Service Provider intervene upon the Parcel (except for performance of the Contract and the provision of the Service, in accordance with the applicable laws). The Customer understands and accepts that the Service Provider may use any equipment / technology, etc., as deemed necessary, in order to identify whether the content of the Parcel may endanger human lives, integrity of other goods / Parcels, environment, or infringes any legal provision. Notwithstanding the aforesaid, the Service Provider may check, directly or through its subcontractors, the content of any Parcel, if there are any suspicions regarding its content (e.g. non-compliance with these Terms and Conditions, violation of law, etc.), including at the request of the authorities, or to allow such inspection by the competent authorities; the Service Provider shall, under no circumstances (even though such suspicions are groundless), be held liable for such inspections of the Parcel.

3.42. (1) ATTENTION! The User/Customer understands and accepts that the Service Provider shall not, at any time, become the owner of the Parcel (and, implicitly, of the content thereof – therefore, nor the owner of the Product), and shall not be held liable for any damage / prejudice or legal consequence which the capacity as owner of the Parcel or holder of the right to dispose of the same (and, implicitly, of the content thereof – including of the Product) might involve. Furthermore, the possession / control / safeguarding, at any moment, of the Parcel (and, implicitly, of the content thereof, including of the Product) shall be performed by the Service Provider strictly in the name and on behalf of the Customer, the Customer being solely liable for any damage / prejudice or legal consequence which the possession / control / safeguarding of the Parcel (and, implicitly, of the content thereof – including of the Product) may involve. Nevertheless, in the cases strictly provided under this document, the Service Provider may become the sole owner of the Parcel (including of the content thereof), e.g., if the Customer expresses his / her right of withdrawal, or the Customer fails to pay the Price agreed with the Service Provider for the performance of the Contract; exclusively in such cases, the Service Provider may even dispose of the Parcel (and its content), as it may consider necessary.

3.42 (2) ATTENTION! The Service Provider shall, under no circumstances, have any liability for the content of a Parcel; at the same time, the Service Provider shall, under no Contract for Initial Mandate Services, have the obligation to return the Parcel to the Third party / initial supplier of the Parcel, respectively it shall have no liability, under a Contract for Return Mandate Services, for ensuring the return of the Returned Parcel to a Third party if the Third party has already refused reception / has not undertaken the Returned Parcel.

3.42 (3) The Price due (paid) by the Customer to the Service Provider for the Return Mandate Services is separate from any amount due to a Third party. Also, the Service Provider does not give the warranty that the third party shall pay (back) to the Customer any amounts due in exchange for a Returned Parcel.

3.43. The Service Provider's obligations to the Customer are exclusively in respect to the Services rendered by the Service Provider in accordance with the applicable laws (particularly laws on electronic commerce, distance contracts, specific laws on personal data protection, etc.) and with the Specific Terms and the Distance contract executed with the Customer.

3.44. The Service Provider shall be liable under these Terms and Conditions only for the Services, any liability of the Service Provider with regard to the Products (including the guarantees associated to the sale of Products), the quality of the Products purchased by the Customer, the characteristics of the Products, the Product advertising, compliance with the requirements on the Product certification, the Products' lack of conformity, the Product packaging, practices used by the Third parties in selling Products, the Third party's compliance with the obligations on sale of the Products, or the observance by the Third party of its obligations in case of return of the Product back to the Third party (including prior notification to the User / Customer), execution of the distance contracts for sale of the Products and / or the performance of such distance contracts, observance of any professional standards or Product related standards by the Third parties, the Product defects and / or damage caused by the defective Products,

compliance with the environmental obligations related to the sale of the Products, etc., being hereby excluded.

3.45. For the avoidance of doubts, the Customer understands and accepts that the Service Provider is not (within the meaning of the specific laws) a producer / manufacturer / distributor / seller / reseller / importer of the Products, and has no partnership / affiliation and / or authorization relation with any Third party in connection with the Products, visavis the Customer, in the name and / or on behalf of the Third party, unless expressly stated otherwise by the Service Provider.

3.46. The Customer understands and accepts that he / she may invoke to the Service Provider no lack of conformity of the Product or lack of completeness of the Products / Parcel, as well as no other obligation / no other kind of responsibility regarding the capacity as seller / producer / distributor / manufacturer of the Product and/or the price (sums) paid / owed by the Customer for the Product / Parcel (capacity not held by the Service Provider). The Customer understands and accepts that any complaint / claim concerning the Product cannot be filed against the Service Provider, which may be, in accordance with these Terms and Conditions and the applicable law, liable only for the Services rendered by the Service Provider pursuant to a valid Contract.

3.47. The User / Customer is solely liable in what regards the veracity and accuracy of the data provided to the Service Provider upon his / her registration on the Website and during the performance of the Distance Contract. The Service Provider shall not / cannot be held liable, under any circumstances, for the occurrence of any situations in which: (i) the Parcel cannot be taken over / delivered because the User / Customer has erroneously and / or incompletely filled in the coordinates of the Origin Country Shopping Address or the Handing Over Point; or (ii) any other cases in which the veracity or accuracy of the data provided by the user / Customer hinders the carrying out of the relations between the user / Customer and the Service Provider, including the performance of the Contract.

3.48. The Service Provider can unilaterally terminate any Contract with the Customer, at any time, due to the Customer's default, provided it comes aware of any infringement of the Contract by the Customer, particularly in connection with the content and / or characteristics of the Parcel. The Service Provider shall notify to this end the Customer in Account and / or by e-mail and / or at any other address indicated by the Customer, stating the reasons for termination. Such Contract shall be deemed terminated, without court intervention or any formalities, upon the notification date, if the Service Provider grants no term for legal remedy in such notice. In order to avoid abusive conducts of the Customers (e.g. Customers failing to pay the Price or other amounts owed to the Service Provider, etc.), the Service Provider reserves its right to decline future Orders from such defaulting Customers.

3.49. The Service Provider has no liability for any delay or error arising, directly or indirectly, from causes beyond its control. Such exemption includes, without being limited to: malfunctions of the technical equipment used by the Service Provider, failure of internet connection, failure of telephone connections, software viruses, unauthorised access to the systems used for the provision of Services, operation errors, force majeure cases under the law, legislative amendments, etc.

(e.6) Right of withdrawal

3.50. The Customer (natural person) deemed to be a consumer within the meaning of the applicable law shall be entitled to notify the Service Provider that he / she renounces the Services ordered under the Contract (subject to the provisions laid down in Art. 3.32 hereof): without penalty and without invoking any reason, within no later than 14 calendar days after the execution of the Distance Contract. The Customers who are not consumers within the meaning of the applicable law (including legal persons) DO NOT have the right of withdrawal.

3.51. In case of exercising of the right of withdrawal with regard to a certain Contract for the Parcel (subject to the provisions laid down in Art. 3.32 hereof), the Customer shall fill-in the Withdrawal form available on the Website, or issue any other unequivocal statement expressing the Customer's decision to withdraw from the Distance Contract concluded with the Service Provider in relation to such Parcel, in

accordance with these Terms and Conditions; the Withdrawal form / unequivocal statement shall be delivered by the Customer by e-mail at info@eshopwedrop.al. The Service Provider shall confirm by e-mail to the Customer, without a delay, the receipt of the Withdrawal form / unequivocal statement of withdrawal from the Distance contract.

3.52. The Customer exercises in due time the right of withdrawal (subject to the provisions laid down in Art. 3.32 hereof) if he / she sends to the Service Provider the form / unequivocal statement of withdrawal from the Contract before the expiration of the aforementioned term of 14 calendar days.

3.53. For the Services rendered until withdrawal, the Customer shall proportionately pay the Price of such Services (please see Art. 3.32 hereof).

3.54. The right of withdrawal from the Contract executed with the Service Provider is not equivalent to the rights of withdrawal the Customer might have under the contract between the Customer and the Third party / from the Customer's relationship with the Product supplier! The exercise by the Customer of the right of withdrawal from the Distance Contract concluded with the Service Provider in relation to the certain Parcel shall cause the termination of the Service Provider's and Customer's contractual obligations in connection with such Parcel Contract, which is thus terminated, i.e., the Service Provider and the Customer shall no longer be bound by the Distance Contract regarding such Parcel. The withdrawal from a Contract concluded with the Service Provider shall not automatically mean the withdrawal from other Contracts concluded between the Customer and the Service Provider, under these Terms and Conditions, with regard to other Parcels and which are in the course of performance at that moment, the Parties following to be bound to perform the ongoing Contracts. In other words, the Customer must exercise the right of withdrawal, under these Terms and Conditions, in connection with each individual Contract.

ATTENTION! For the avoidance of doubts, the Customer's withdrawal from the Contract with regard to the Parcel / more Contracts, is not equivalent to the Customer's manifestation of intention for closing the Account (for the purpose of closing the Account, the Customer may proceed in accordance with these Terms and Conditions).

3.55. (1) Under the applicable law in this field, the following shall be exempt from the right of withdrawal from the Contract:

- (i) service contracts, after full provision of the services, if the performance has commenced with the Customer's (natural person – consumer) prior consent, and after the Customer has taken note of the fact that he / she shall lose the right of withdrawal after full performance of the Contract by the Seller;
- (ii) the supply of Products manufactured as per the specifications provided by the Customer (natural person) or evidently customized for the Customer;
- (iii) the supply of products likely to deteriorate or expire within a short period of time;
- (iv) the supply of sealed products which cannot be returned for health protection or hygiene reasons, and which have been unsealed by the customer (natural person – consumer);
- (v) the contracts under which the Customer (natural person – consumer) has expressly requested the seller to pay him / her a visit with a view to performing urgent repair or maintenance works. If, on the occasion of such visit, the seller provides other services besides the ones expressly requested by the Customer (natural person) or supplies other products than the spare parts critical for the performance of the maintenance or repair works, the right of withdrawal shall apply to such additional services or products;
- (vi) the provision of sealed audio or video recordings or sealed software which have been unsealed after delivery;
- (vii) the supply of digital content which is not delivered on tangible medium, if the performance has commenced with the Customer's (natural person) prior consent, and after the customer

acknowledged that he / she had taken note of the fact that he / she would lose the right of withdrawal.

(2) The Customer – consumer undertakes that he / she shall exercise the right of withdrawal from the Contract in good faith.

(3) The Customer – consumer understands that, by exercising the right of withdrawal from a Contract under these Terms and Conditions, he / she shall be liable to pay certain amounts to the Service Provider, proportionally to the Services rendered by the Service Provider in connection with such Contract, until the withdrawal from the Contract (depending on the performance stage of the Contract, they shall, as a rule, amount, as a maximum, to the Price owed for such Service). The Customer shall be held liable to pay such amounts, and the Service Provider shall take possession of the Parcel on account of such amounts owed by the Customer, and shall dispose of such Parcel (including the content thereof) as per the Service Provider's own decision.

(4) In case of withdrawal from the Contract in accordance with the above provisions, the Customer – consumer shall be reimbursed by the Service Provider any amount which the Service Provider has received from the Customer for such Parcel (in case of an advance payment made by the Customer to the Service Provider), without unjustified delays and, anyhow, not later than 14 days after the Service Provider is notified about the Customer's decision to withdraw from such Contract. The Service Provider shall use, for reimbursement purposes, the same payment method as the one used for the initial transaction, unless the Customer has given his / her express consent for another method of payment, but, regardless of the reimbursement method, there shall be no fees charged to the Customer for such reimbursement.

(e.7) Liability of the Service Provider

3.56. The Service Provider shall be liable for the direct damage caused in case of the total or partial Parcel loss or deterioration, if such circumstances occurred between the moment the Contract is considered to be executed and the moment the Customer takes direct possession of the Parcel, due to the Service Provider's exclusive fault, in compliance with the provisions hereof.

3.57. Without prejudice to the aforesaid, in case of total loss, theft or damage of the Parcel, the Service Provider shall owe, per individual Contract, an indemnity no higher than the damage caused, determined as follows:

(i) if the Customer has not opted, under the Contract, for guarantee services, the indemnity shall have a value equal to the lower of: the value resulting from the rules of the convention on the contract for the international carriage of goods by road, (also referred to as the CMR Convention), and the value evidenced in the documents attesting the contents of the Parcel (e.g. invoice for purchasing the Product, bank statement confirming the amount paid, online order, etc.), with a maximum amount provided for in the Tariff Annex / Website; respectively

(ii) if the Customer has opted, under the Contract, for guarantee services, the indemnity shall be determined by reference to the lower of: the value declared for the computation of the guarantee services, and the value which can be proved by supporting documents (e.g. invoice, bank statement confirming the amount paid, online order, etc.), with a maximum amount provided for in the Tariff Annex / Website.

3.58. Without prejudice to the above, in case of partial loss or deterioration of the Parcel, the Service Provider shall owe, per individual Contract, an indemnity not higher than the value of the damage caused, determined by using the rules laid down in Art. 3.57 hereof and by taking into consideration the degree of deterioration.

3.59. The Service Provider shall not be held liable for the damage / prejudice caused by the characteristics of the Parcels / Products or the defects of the Parcels / Products, e.g., the total or partial loss caused to certain third parties or goods thereof, the damage caused to persons, environment, equipment / goods employed in performing the Services or the goods of third parties.

3.60. The Customer shall be entitled, within the limits provided by the applicable law, to the indemnity equal to the actual value of the damage caused by the total or partial loss, theft, destruction or deterioration of the Parcel, value which shall not exceed the limits provided above. Indirect damages (particularly the ones regarding the value of the Parcel content, the loss of profit, the loss of reputation, etc.) and unrealised profit shall not be indemnified against.

3.61. The Service Provider shall not be liable in any fortuitous or force majeure case, the User's / Customer's or third party's default, and for any damage / consequences caused by the Products / Parcels.

3.62. The indemnity shall be awarded only on the basis of a written complaint sent by the Customer to the Service Provider, within maximum 2 (two) business days after the Customer finds the case entitling the Customer to damages. The parties shall endeavour to resolve the complaint in an amicable manner, and, in case no amicable settlement can be reached, the parties shall submit the dispute to the competent court in Albania.

3.63. The Service Provider shall not be liable for the damages claimed by the Customer in case the Parcels / Products have been retained / frozen / seized by the authorities under the applicable law, or in case of any legal steps taken with regard to the Products under the applicable law.

4. Processing of Personal Data

4.1. The Service Provider has taken all legal steps as may be required by the applicable law to notify the authority for the personal data processing supervision of the User / Consumer data processing performed, for the cases provided by the law, with registration with the Personal Data Processing Electronic Record kept by the National Supervisory Authority for Personal Data Processing.

4.2. The Service Provider shall process personal data of the User's / Customer's personal data in a good faith, under adequate technical and organisational security conditions, the processing being performed in compliance with the applicable laws.

4.3. By the acceptance of these Terms and Conditions, the User / Customer represents and warrants that he / she understands that the personal data and other data, provided to the Service Provider by means of the Account creation and by the execution and performance of the Contract performance (i.e.,: name, and surname, e-mail address, telephone number, address, hobby, date of birth), shall be processed by the Service Provider with the observance of the User's / Customer's rights, particularly the right to information and the right to object, for the following purposes:

- (i) provision of commercial communications / marketing information regarding the Service Provider's products and services, and similar products and services of the Service Provider, by any means of electronic communication, including by electronic mail;
- (ii) processing of personal data processing for the purpose of performing of the parties' contractual obligations of the Parties contained herein (including in any Distance Contract, Orders, etc.), e.g., set-up of the Account, the invoicing and receipt of the Service Price, Order status. For clarity purposes, the Service Provider shall be entitled to also transfer such data to Third parties within the territory of the European Union, if such transfer is connected / intended or necessary for the performance of the contractual obligations contained herein (including in any Distance Contract, orders, etc.).

4.4. The personal data (as it may be defined by the applicable law) provided by the User / Customer shall be processed by the Service Provider for the purposes laid down above, during the validity period of the Account (and of any Distance Contract concluded on the basis of the Account), and for a period of maximum 3 years after the maturity of the latest relevant payment obligation, unless the law provides another term, in which case such term provided by the law shall apply.

4.5. The personal data provided by the user / Customer may be shall be disclosed to the competent legal entities, authorities and public institutions, at their request, in accordance with the applicable law. At the same time, with a view to performing the contractual obligations contained herein, such data shall be

disclosed to the Service Provider's and third parties' staff involved in the activities ensuring the performance of such contractual obligations.

Nr. 9887, datë 10.03.2008

4.6. Under [Law No.9887 date 10.03.2008 "Protection of Personal Data"](#), the User / Customer shall enjoy the following rights: (i) the right to information, (ii) the right of access to data, (iii) the right of intervention upon data, (iv) the right to object, (v) the right not to be subject to an individual decision, (vi) the right to refer to a court of law.

The right of access to data: By a written, dated and signed petition filed by the user / Customer, indicating the address where he / she wants to receive the response (*which may also be an electronic mail address*) or that he / she wants the response to be delivered by a mail service ensuring personal delivery, the user / Customer may request, *free of charge once a year*, the confirmation of the fact that his / her personal data are or are not processed. In case it has processed any personal data concerning the user / Customer, the Service Provider shall provide to the latter, together with the confirmation, the following information: (i) the purposes of data processing, the categories of data concerned, and the recipients or the categories of recipients to whom the data are to be disclosed, (ii) the processed data and other information regarding the origin of such data, (iii) the principles and mechanisms involved in the processing of the user's / Customer's data, (iv) the existence of the user's / Customer's right to intervene upon the data, and the right to object, as well as the conditions under which such rights can be exercised, and last but not least, (v) the possibility of consulting the personal data processing record, before submitting a complaint to the supervisory authority, as well as to dispute Service Provider's decisions in court. The Service Provider shall furnish the information requested, within no later than 15 days of receipt of the petition and by observing the user's / Customer's option concerning the response.

The right of intervention upon data. By a written, dated and signed petition filed by the user / Customer, indicating the address where he / she wants to receive the response (*i.e. which may also be an electronic mail address*) or that he / she wants the response to be delivered by a mail service ensuring personal delivery, the user / Customer shall be entitled to obtain from the Service Provider, free of charge:

- a) rectification, updating, blocking or deletion of data the processing of which does not comply with Law [the relevant law on processing of personal data], particularly of incomplete or inaccurate data;
- b) transformation into anonymous data of the data the processing of which does not comply with Law [the relevant law on processing of personal data], particularly of incomplete or inaccurate data;
- c) notification to a third party to whom the data have been disclosed, if such notification does not prove to be impossible or if it does not involve a disproportionate effort towards the legitimate interest which might thus be violated.

The Service Provider shall communicate to the user / Customer the abovementioned measures, and, as the case may be, the name of the third party whom the personal data have been disclosed to, within 15 days of receipt of the petition and by observing the user's / Customer's option concerning the response.

The right to object. By a written, dated and signed petition filed by the user / Customer, indicating the address where he / she wants to receive the response (*i.e. which may also be an electronic mail address*) or that he / she wants the response to be delivered by a mail service ensuring personal delivery, the user / Customer shall be entitled to object at any moment, for justified and legitimate reasons relating to the user's / Customer's particular case, to a processing of his / her personal data, unless there are contrary legal provisions. In case of justified opposition, the processing may no longer concern such data. At the same time and by the same petition, the user / Customer shall be entitled to object at any moment, free of charge and without any justification, to the processing of his / her personal data for direct marketing purposes on behalf of the Service Provider.

The Service Provider shall communicate to the user / Customer the abovementioned measures, and, as the case may be, the name of the third party whom the personal data concerning the user / Customer have been disclosed to, within 15 days of receipt of the petition and by observing the user's / Customer's option concerning the response.

4.7. Any communication made by the Service Provider under Article 4.6 above shall be sent to the following address: **Str. Dritan Hoxha, Nr. 5, 1000, Tirana, Albania** or by email at **info@eshopwedrop.al**

4.8. The Services rendered by the Service Provider are not available to persons under the age of 18. To this end, the Service Provider does neither deliberately request, collect, nor process personal data of minors. Should the Service Provider find that it has accidentally collected personal data from a minor, such data shall be immediately deleted.

4.9. The Service Provider undertakes to employ adequate technical and organisational measures for protecting personal data against accidental or illegal destruction, loss, modification, disclosure or unauthorised access, as well as against any other form of illegal processing.

4.10. Under the provisions of Law No.9887 date 10.03.2008 "[Protection of Personal Data](#)" amended and Law 2/2017 for "[The Cybernetic Security](#)" the Service Provider undertakes to safely process the personal data provided by the user / Customer to the Service Provider only for the aforesaid purposes.

4.11. By acceptance of these Terms and Conditions, the user / Customer gives his / her express and unequivocal consent with regard to the processing by the Service Provider of his / her personal data and the transfer thereof to another Member State of the European Union, the European Economic Area, and to the states to which the European Commission has acknowledged, by decision, an adequate level of protection.

5. Final provisions

5.1. **Updated versions.** The Service Provider shall retain the exclusive and irrevocable right to amend these Terms and Conditions any time in way and to the extent as may be required by the applicable laws or shall be initiated by the Service Provider.

The amended new edition of the Terms and Conditions shall be provided at www.eshopwedrop.al.

If the User / Customer continues to use the Website or the User places orders for the Service Provider's Services according to the new edition of these Terms and Conditions, the User / Customer is deemed to have accepted the amendments made to the same. ATTENTION! Revisit the Website regularly so as to be informed about any potential amendments.

5.2. **Sub-contracting.** Service Provider shall be entitled to sub-contract any third party for the purposes of provision the Services under these Terms and Conditions. Notwithstanding the foregoing, the Service Provider shall remain liable to the User / Customer regarding proper provision of the Services under these Terms and Conditions.

5.3. **Waiver.** Any failure or delay by any Party in exercising any right or remedy in one or many instances shall not prohibit a Party from exercising it at a later time or from exercising any other right or remedy.

5.4. **Invalidity.** If any provision of these Terms and Conditions shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.

5.5. **Effect.** All provisions of these Terms and Conditions which by their nature shall be intended to continue shall survive termination, including terms relating to exclusions and limitations of the Service Provider's liability, intellectual property restrictions and reimbursement of damages.

5.6. **Accrued rights.** Termination of the contractual relationship or of the Services shall not affect accrued rights and obligations of the Parties except unless such rights were accrued unlawfully or in breach of these Terms and Conditions.

5.7. **Governing law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of Albania.

5.8. **Jurisdiction.** The User / Customer and the Service Provider shall endeavour to amicably settle any dispute arising out of these Terms and Conditions. Any such dispute, which cannot be resolved in an amiable manner by the user / Customer and the Service Provider, shall be submitted to the competent courts of Albania.

5.9. **Assignment of the rights.** The User / Customer represents and warrants that by accepting these Terms and Conditions, he / she irrevocably confirms that he / she consents to the assignment of the rights and obligations of the Service Provider to the third party, upon the information of the User/Customer of such assignment, and that such assignment would not be deemed as an infringement of the rights of the User / Customer or a breach of the contract by the Service Provider, who shall oversee that the assignment does not affect the quality of the Services provided to the User/Customer.

5.10. **Acknowledgment.** Before registering on the Website and / or placing the Order, the User / Customer represents and warrants that he / she has read all these Terms and Conditions and fully, unconditionally and without reservation accepts such Terms and Conditions.

5.11. **Consumer Protection Service official website.** The first page of the Website offers the User / Customer the opportunity to directly access the link to the official website of the National Authority for Consumer Protection (<http://www.mbrojtjakonsumatorit.al/> and/or <http://www.akce.gov.al/> and/or <http://www.idp.al/>)

5.12. Any **complaints** regarding the provision of Services shall be notified in writing by the Customer, at info@eshopwedrop.al or by post at the Service Provider's registered address, within no later than 15 days after taking note of the reason thereof, and the Service Provider shall give a response no later than 30 days after receipt thereof.