

Service Provision Agreement

1. THE PARTIES

The Seller: The person or company that entrusts products (the "Products") to THE COMPANY for storage, packaging, and shipping to the final recipient. The Seller is the owner of the Products and accepts the terms of this agreement.

THE COMPANY: SHOPIFIK LTD, headquartered at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ, registered under number 16036302.

THE COMPANY accepts the Products for storage and delivery and may subcontract certain tasks to achieve the agreed objectives.

These conditions apply to all Products of the Seller unless a written agreement states otherwise and is signed by both parties.

2. PURPOSE OF THE AGREEMENT

THE COMPANY undertakes to:

1. Store, package, and ship the Products to the final recipient.
2. Collect payments upon delivery (COD) if necessary, in return for compensation.

Process:

- **Product Transfer:** The Seller sends the Products to THE COMPANY's warehouses and remains responsible for managing sales, customer relationships, and applicable warranties.
- **Shipping Instructions:** Once received, THE COMPANY stores the Products until the Seller provides shipping instructions, including the recipient's complete details and the amount to be collected (if applicable).
- **Shipping and Tracking:** THE COMPANY ships the Products per the instructions, informs the Seller of the status, and transfers the payments collected (minus fees) via bank transfer.

3. THE PRODUCTS

Products refer to items delivered by the Seller to THE COMPANY for storage, transport, and delivery, provided they are neither unacceptable nor prohibited under these conditions.

3.1. GENERAL GUARANTEES

The Seller agrees to:

1. Provide a complete and accurate description of the Products.
2. Package and prepare the Products to ensure safe transport and handling.
3. Guarantee that:
 - The Products are neither illegal nor prohibited under the applicable laws of the storage and commercialization country.
 - The Products comply with all applicable laws and regulations for their storage and shipment.

3.2. UNACCEPTABLE OR PROHIBITED ITEMS

The following items are prohibited:

1. Cash.
2. Firearms, explosives, radioactive materials.
3. Drugs or psychotropic substances.
4. Counterfeit products or those infringing intellectual property rights.
5. Live animals, food, medicines, or medical products.
6. Products requiring licenses or subject to legal restrictions.
7. Dangerous products (flammable, corrosive, toxic, etc.).

THE COMPANY reserves the right to refuse any item deemed dangerous or prohibited for transport.

3.3. DEFECTIVE PRODUCTS

THE COMPANY is not responsible for damages caused by defective Products. The Seller assumes full responsibility for any claims or penalties imposed.

3.4. RESPONSIBILITY FOR PRODUCTS

The Seller is fully responsible for damages caused by the Products to THE COMPANY, its employees, or third parties, even if the Products comply with the regulations.

3.5. AIR TRANSPORT SECURITY MEASURES

The Seller guarantees that the Products do not contain prohibited items and accepts that they may be inspected or examined (e.g., via X-rays or manual checks) for security reasons.

4. LEGAL OBLIGATIONS OF THE PARTIES

4.1 Independence of the Parties:

- THE COMPANY acts as a service provider.
- The Seller is a physical or legal entity shipping Products to recipients in Europe.

4.2 Compliance with Legal Obligations:

Each party agrees to comply with its legal obligations (tax, accounting, social, etc.) in its territory. Neither party shall be held liable for the other's breaches.

4.3 Cash on Delivery (COD):

- Payments collected by THE COMPANY for COD deliveries are not considered income but deposits.
- These payments will be transferred to the Seller after deducting applicable fees, along with a certified invoice per Spanish regulations.

4.4 Tax Responsibility:

The Seller is solely responsible for complying with its tax obligations in every EU country where it operates.

4.5 Exemption of Responsibility for THE COMPANY:

THE COMPANY is not responsible for consequences arising from the Seller's failure to comply with tax laws, including VAT reforms applicable to cross-border e-commerce since July 1, 2021.

4.6 Compliance with Tax Laws:

The parties must comply with EU tax regulations, including managing and collecting VAT and adhering to the One-Stop Shop (OSS) rules to simplify reporting B2C transactions.

5. THE COMPANY'S RIGHTS

5.1 Product Inspection:

THE COMPANY may inspect the Products at any time, including opening and examining their contents.

5.2 Refusal of Products:

THE COMPANY may refuse any Product that does not comply with the Seller's guarantees, especially prohibited or unacceptable items.

5.3 Choice of Transport Methods:

THE COMPANY determines the routes, procedures, or transport methods it deems most appropriate for delivery.

5.4 Disposal of Products in Case of Violation:

If there is a legal or contractual violation, THE COMPANY reserves the right to:

- Destroy the Products.
- Deliver them to the authorities.
- No compensation shall be owed to the Seller if such a violation is proven.

6. LIMITATIONS OF LIABILITY

6.1 General Limits:

If the actual value of a shipment is lower than the maximum compensation allowed, THE COMPANY will adjust the reimbursement to this actual value, excluding commercial utility or special value for the Seller.

6.2 Delays:

In case of delivery delays, THE COMPANY's liability is limited to reimbursing the shipping cost.

6.3 Exemptions from Responsibility:

THE COMPANY is not responsible for indirect losses, such as lost profits, revenue, contracts, or business opportunities.

Furthermore, THE COMPANY disclaims liability in the following cases:

1. Force majeure (natural disasters, strikes, wars, etc.).
2. Product defects or non-conformity.
3. Packaging issues caused by the Seller.
4. Delays beyond its control (e.g., customs checks or third-party transportation delays).

7. CLAIMS

1. Claims must be submitted within 7 calendar days following the delivery of the Products.
2. No claims will be accepted after this period or if the Seller has failed to comply with their contractual obligations.

Customer Service:

- THE COMPANY is committed to providing dedicated customer support to address the Seller's inquiries, needs, or complaints.
- Requests can be submitted via Email : **contact@shopifik.com**
- Claims must include all necessary details (order number, nature of the issue, or dispute) to ensure prompt and effective handling.

8. E-COMMERCE SERVICES WITH CASH ON DELIVERY (COD) OPTION

THE COMPANY offers the following e-commerce services to the Seller:

1. Storage of products in designated warehouses.
2. Reliable online sale of products.
3. Regular management of payments upon delivery (COD).

Features:

- Transfer of amounts collected upon delivery.
- Fast delivery to major cities within 24 to 48 hours.
- Competitive rates for shipping and associated services.
- Integration of the Seller's e-commerce systems with THE COMPANY's systems for faster processing and shipping of parcels.
- Delivery to both commercial and residential addresses.
- Repeat delivery attempts in case of initial failure, except in cases where the Seller explicitly declines.

9. FULFILLMENT SERVICES

THE COMPANY provides the Seller with storage, packaging, and shipping services, including the cash-on-delivery (COD) option in Europe.

9.1 Features:

1. Secure storage of products.
2. Packaging of individual orders.
3. System integration between the Seller and THE COMPANY.
4. Shipment tracking via an online platform.
5. Delivery to most European regions.
6. Warehouses insured to protect goods.

9.2 Procedure Before Shipment: Storage

1. Product Transfer: The Seller sends their products to warehouses designated by THE COMPANY.
2. Organization and Preparation: Products are received, organized, and prepared for shipping.

9.3 Cash on Delivery (COD) Payments

1. At the time of delivery, if the recipient agrees to pay, the amount is collected by the delivery agent.
2. The collected amount is transmitted to THE COMPANY's accounting department, which updates the Seller's systems.

3. THE COMPANY transfers the payments to the Seller via bank transfer, after deducting applicable fees.
4. Transfer and currency conversion fees are charged to the Seller.

9.4 Undelivered Shipments

Undelivered shipments include:

1. Rejection of the shipment by the recipient.
2. Inability to contact the recipient using the details provided.
3. Parcels unclaimed at delivery warehouses.
4. Temporary suspension requests by the recipient.
5. Lack of funds or payment methods at the time of delivery.

THE COMPANY informs the Seller of the final status of undelivered shipments through its online portal.

9.5 Returns

- Returned parcels are individually sent back to the warehouse with a corresponding invoice for each return shipment.
- Return fees are deducted from the payments collected for the Seller.

9.6 Cancellations

If the Seller wishes to cancel a shipment, they must contact THE COMPANY. If the parcel has already been shipped, the shipping fees will still be charged.

9.7 Refunds

Any refund requests made by recipients must be handled directly by the Seller.

10. RATES AND PRICING

1. Exclusion of Taxes: Rates provided by THE COMPANY exclude VAT or other local taxes, which will be added in compliance with applicable tax laws.
2. Business Hours: Services are available Monday through Friday, from 9:00 AM to 6:00 PM (CET).
3. Weekend Surcharge: Deliveries made during weekends will incur additional fees.
4. Rate Details: Specific rates will be communicated by THE COMPANY based on the Seller's requirements.

11. BILLING

1. Frequency: THE COMPANY will bill the Seller every two weeks for shipments completed during the previous period.
2. Start Date: Service fees will begin on the date the agreement is accepted and approved by the Seller.

3. COD Invoicing: Invoices will include payments collected for COD deliveries, minus applicable fees.

12. PAYMENT TERMS BY THE COMPANY TO THE SELLER

1. Payment Transfers: THE COMPANY will transfer COD payments collected to the Seller every two weeks.
2. Payment Methods: Transfers will be made via bank transfer or any other method agreed upon with the Seller.

13. OTHER CONDITIONS

1. Weight and Dimensions of Parcels:
 - The maximum weight of a parcel is 5 kg. Additional weight will be charged according to the rate schedule.
 - Maximum dimensions: 120 x 80 x 80 cm.
2. Service Charges:
 - The Seller agrees to pay the service fees charged by THE COMPANY for all Products, per the terms and rates of the agreement.
3. Rate Adjustments:
 - THE COMPANY may adjust its rates with prior notice to the Seller.

14. INDEMNIFICATION

The Seller agrees to indemnify THE COMPANY and its affiliates for any charges, claims, or liabilities incurred by third parties related to services provided by THE COMPANY under these Conditions.

15. EXECUTION, DURATION, AND TERMINATION OF THE AGREEMENT

15.1 Effective Date:

The agreement takes effect on the date it is signed by the Seller.

15.2 Duration:

The agreement is valid for one year, automatically renewable for an equivalent period unless terminated as specified below.

15.3 Termination:

1. Termination with Notice:

Either party may terminate the agreement with a written 30-day notice without compensation for early termination.

2. **Immediate Termination:** Immediate termination may occur in the following cases:
- Repeated non-payment or delayed payments by the Seller despite written reminders.
 - Serious violations of the agreement terms, including:

- Shipment of prohibited or non-compliant Products.
- Non-compliance with applicable tax or customs laws.
- Fraudulent or harmful actions towards the other party.

15.4 Late Payment Penalties:

In case of late payments by the Seller:

1. Penalty Rate: a 1.5% monthly interest will be applied to unpaid amounts, calculated from the invoice due date until full payment is made.
2. Accrued penalties will be included in the next invoice or claimed separately by THE COMPANY.

15.5 Dispute Resolution Mechanism:

1. In case of a dispute regarding the interpretation or execution of this agreement, the parties will attempt to resolve the conflict amicably within 30 days of written notification.
2. If no amicable resolution is reached, the parties agree to submit the dispute to one of the following:
 - Arbitration: All disputes will be resolved by a single arbitrator appointed per the rules of arbitration in THE COMPANY's country of residence. The arbitrator's decision will be final and binding.
 - Competent Court: If arbitration is not agreed upon, disputes will be submitted to the exclusive jurisdiction of the courts of London, United Kingdom.

SHOPIFIK LTD

Contractor:

I hereby confirm that I have read, understood, and agree to the terms and conditions outlined in this agreement.

Service Provider

Yassine ZAIM
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