

**TOYOTA TSUSHO EUROPE S.A.**  
Heyrovského 488 – Prům zóna JIH  
462 10 LIBEREC 2

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## STORAGE CONTRACT

made in accordance with the provisions of Section 527 *et seq.* of the Act No. 513/1991 Coll., Commercial Code, as amended, and further in accordance with Section 273 of the Commercial Code, with reference to Article 2 paragraph 2.1 (i) of the General Terms and Conditions for Storage issued by TOYOTA TSUSHO EUROPE S.A. on 8. 12. 2011 (hereinafter referred to as the „**General Terms and Conditions**“), that forms an Attachment hereof, by and between

### WAREHOUSE-KEEPER:

NAME TOYOTA TSUSHO EUROPE S.A. acting through TOYOTA TSUSHO EUROPE S.A., organizační složka v České republice

REGISTERED OFFICE Plzeňská 3185/5b, 150 00 Praha 5, Czech Republic

WAREHOUSE ADDRESS Heyrovského 488, 462 10 Liberec, Czech Republic

ID NO 264 55 137

TAX ID NO CZ 264 55 137

REGISTERED IN THE COMM.REGISTER Municipal Court in Prague, Section A, Insert no. 44474

REPRESENTED BY

TITLE

BANK DETAILS 203 745 0207/ 2600, Citibank Europe plc

PERSON AUTHORIZED TO REPRESENT WHILE PERFORMING THE CONTRACT

and

### DEPOSITOR:

NAME

REGISTERED OFFICE

INVOICING ADDRESS

ID NO.

TAX ID NO.

REGISTERED IN THE COMM.REGISTER

REPRESENTED BY

TITLE

BANK DETAILS

FAX

EMAIL

PERSON AUTHORIZED TO REPRESENT WHILE PERFORMING THE CONTRACT

## 1 Subject matter of the Contract

- 1.1 Warehouse-keeper undertakes to duly and timely fulfill all its obligations set forth in the Contract including all Attachments thereof and in the General Terms and Conditions, including, without limitation, to accept the things (goods) specified in the Contract delivered to it by Depositor in order to deposit and take care of (store) the same.
- 1.2 Depositor undertakes to duly and timely fulfill all its obligations set forth in the Contract including all Attachment thereof and in the General Terms and Conditions, including, without limitation, to provide all necessary cooperation to Warehouse-keeper, in a due and timely manner, and to fulfill payment obligations under the Contract.

## 2 Goods

- 2.1 Under the Contract, Warehouse-keeper undertakes to accept for storage the goods specified below or in Attachment to this Contract, as the case may be.

SPECIFY THE GOODS OR ATTACH A LIST OF GOODS

- 2.2 While storing the goods, Warehouse-keeper shall observe the following special conditions. If such special conditions are not specified, Warehouse-keeper shall store the goods in accordance with the General Terms and Conditions.

SPECIFY SPECIAL CONDITIONS FOR STORAGE OF GOODS, IF REQUIRED

## 3 Place and Time of Accepting the Goods for Storage, Storage Period

- 3.1 Place of acceptance of the goods by Warehouse-keeper shall be the Warehouse (at Heyrovského 488, 462 10 Liberec, Czech Republic), unless another place is agreed in this paragraph.

SPECIFY THE PLACE WHERE THE GOODS WILL BE ACCEPTED

- 3.2 Warehouse-keeper shall accept the goods at the time stipulated below. If no such time is agreed, the goods may be delivered for storage at any time in compliance with the General Terms and Conditions.

SPECIFY THE TIME OF GOODS ACCEPTANCE

- 3.3 Warehouse-keeper shall release the goods and Depositor shall take them over on the date below. If the date is not specified, the goods may be collected at any time in compliance with the General Terms and Conditions.

SPECIFY THE PLACE OF THE GOODS RELEASE

## 4 Other Services Ordered and Other Conditions of the Contract

- 4.1 Depositor hereby places its binding order for services below and undertakes to pay Warehouse-keeper a consideration for such services under the valid Price List.

SPECIFY OTHER SERVICES ORDERED BY DEPOSITOR

- 4.2 Contracting parties stipulate that there are the following rights and obligations that have been negotiated at variance with the General Terms and Conditions:

SPECIFY ANY CONDITIONS NEGOTIATED AT VARIANCE WITH GENERAL TERMS AND CONDITIONS, E.G. INVOICING CONDITIONS, ISSUANCE OF WAREHOUSE WARRANT, CHANGES IN TIME LIMITS, ETC.

## 5 General Terms and Conditions

- 5.1 Pricing, storage and payment terms and conditions, and other rights and obligations of the parties not regulated by this Contract, are specified in more detail in the General Terms and Conditions that are

available at the Warehouse-keeper's website www.ttlc.cz. Warehouse-keeper may change the General Terms and Conditions following the execution of this Contract. Warehouse-keeper shall in writing notify Depositor of a change in the General Terms and Conditions and shall, at the same time, publish the changed General Terms and Conditions at the above-mentioned website. If within 30 days of publishing the General Terms and Conditions Depositor fails to inform Warehouse-keeper in writing that it does not agree with the new wording of the General Terms and Conditions, the new wording of the General Terms and Conditions shall become binding upon Depositor upon the expiry of the specified time limit of 30 days, and shall replace the original General Terms and Conditions. If Depositor expresses its disapproval to the new wording of the General Terms and Conditions in a prescribed manner, the Contract shall terminate on the 30<sup>th</sup> day following delivery of Depositor's notice to Warehouse-keeper.

- 5.2 In return for performance provided hereunder, Warehouse-keeper is entitled to a consideration and reimbursement of costs in an amount stipulated in the Warehouse-keeper's price offer that forms Attachment to this Contract, and in the General Terms and Conditions, unless an attachment containing separately agreed prices for services forms a part of this Contract.

## 6 Final Provisions

- 6.1 This Contract is concluded for a [definite period till .../indefinite period] and shall take effect upon its signing by both contracting parties. Legal relationship established pursuant to this Contract may be terminated as provided in the General Terms and Conditions.
- 6.2 The Parties acknowledge that prior to concluding the Contract, the Contract and General Terms and Conditions have been negotiated. This concerns both the individual terms and conditions of this Contract and the entire Contract after the terms and conditions have been stipulated. The Parties state that the Contract was made of their free will, seriously and in earnest, that it is not concluded under duress or conspicuously disadvantageous conditions.
- 6.3 This Contract has been executed in two counterparts. Each party shall receive one counterpart.

## 7 Attachments

- Attachment 1** List of Goods
- Attachment 2** Warehouse-keeper's Price Offer
- Attachment 3** SPECIFY THE NAME OF ATTACHMENT

In PLACE on DATE

In PLACE on DATE

\_\_\_\_\_  
**TOYOTA TSUSHO EUROPE S.A.**

\_\_\_\_\_  
NAME/TRADE NAME OF DEPOSITOR

Name: NAME  
Position: POSITION

Name: NAME  
Position: POSITION