

Witness Name: JUAN MARTINEZ

Exhibits: [JM/30-JM/31]

Dated: 22 September 2025

THE SOUTHPORT INQUIRY

WITNESS STATEMENT OF JUAN MARTINEZ

Factual Narrative of Involvement

1. Ageo Wholesale Ltd, signed a contract with SJ Henderson Fulfilment Ltd on the 21st of February 2022. Ageo Wholesale did not know that Ruach Music existed until receiving the 2nd Rule 9 Request.

I exhibit a copy of the contract signed with SJ Henderson Fulfilment Ltd, this is enclosed herein, as document **JM/30** **HKAW000034**

2. The parcel is packed by GRUPO MARPASI SL or SJ Henderson

Ageo Wholesale used to buy the merchandise from GRUPO MARPASI SL who carried out Drop-Shipping for Ageo Wholesale

GRUPO MARPASI SL sent it to Ageo Wholesale at SJ Henderson's facilities, where Ageo Wholesale was renting a space of 5 cubic metres. Once there, SJ Henderson had to identify the package and the client.

SJ Henderson as an expert Company in Drop Shipping and knowledgeable about the merchandise, had to mark and indicate the merchandise that was being carried as bladed products and choose the delivery company to fulfill the requirements to deliver this merchandise. In point 2.9 of the contract signed between Ageo Wholesale and SJ Henderson the following was indicated: "SJ Henderson shall be free to use such subcontractors or agents as it may at its absolute discretion choose to appoint". Ageo Wholesale did not have and does not have any contractual relationship with Whistl or Evri to which I could not give any instructions to.

3. Before the signing of the contract, SJ Henderson sent a questionnaire asking what products were sold and the website, it was answered Outdoor products especially knives and the domain Huntingandknives.co.uk was provided for their verification. I exhibit a screenshot of the email dated 8th February 2022, this is enclosed herein, as document

* Please see additional information to 3. at end of statement. JM/32, JM/33

JM/31 **HKAW000035**

Q4. Please review the summary of the witness statements provided by Evri and Whistl. Please set out any areas of disagreement with the accounts provided by Evri and Whistl and explain

4. I cannot have any disagreement since I had no knowledge of the type of contractual relationship they had with SJ Henderson.

** Addition to 4. please see end of statement

the reason for the disagreement.

Q5. As to deliveries for Hunting&Knives arranged through Ruach Music Ltd and/or SJ Henderson Fulfilment

5.a All of Hunting&Knives deliveries were carried out at SJ Henderson, deliveries were not managed by any other means.

Q5.b/c. Summarise what types of products those deliveries contained; Estimate how many of those deliveries contained bladed articles or weapons;

b. & c. The entirety of the objects were bladed weapons.

A total of 2811 packages were sent through SJ Henderson.

d. Video calls were carried out between Hunting&Knives and SJ Henderson to clarify matters relating to the tracking of deliveries and everything was carried out via SJ

Henderson's platform. SJ Henderson knew about the products that were being sent, it was communicated via email and the videocalls that were maintained. As an expert delivery company he knew about the requirements for packaging and delivery and indicated that there was no problem. Ageo Wholesale did not know about the contracts that SJ Henderson had with the different delivery companies that he had contracted and therefore, did not know about the terms and conditions between them.

SJ Henderson did not communicate any problems with the packaging or the verification of age.

e. In the contract nothing was specified over SJ Henderson's course of action with the deliveries, the only thing that was indicated was that SJ Henderson would have the freedom to utilise subcontractors or agents, which, at his absolute discretion, would choose to designate. I understood that this was a standard contract and this clause was within a standard agreement, which they used to be able to provide the best service to their clients depending on the products sent and of course in keeping with the legislation in each case.

This type of contract that different delivery companies use are typical and they all put clauses in, in which they have all the rights and the clients have all the obligations, it's the norm and it is very difficult for the client to alter any of them.

6. a. Ageo Wholesale Ltd contracted SJ Henderson fulfillment Ltd and signed the contract on the 21st February 2022, to carry out all of the deliveries for Hunting&Knives in the UK, therefore the delivery that was carried out to A.R. was included within the contract.

b. Ageo Wholesale Ltd never contracted Whistl nor Evri nor Ruach Music Ltd, to deliver any package.

c. Ageo Wholesale did not know of the existence of Ruach Music Ltd until receiving the Southport 2nd Rule 9 Request email.

Ageo Wholesale knew that SJ Henderson worked with Whistl, but did not know what the terms of contract were between them. Ageo Wholesale did not know that SJ Henderson worked with Whistl via Ruach Music Ltd. Ageo Wholesale did not know that Whistl did not transport knives under their terms of contract. Ageo Wholesale found out that Whistl does not transport knives when the Southport 2nd Rule 9 Request was received.

d. In no moment has Ageo Wholesale had a commercial relationship with Whistl and therefore was not aware of their Carrier Guide.

e. Ageo Wholesale did not have any knowledge that Evri did not work with these items. Ageo Wholesale has never hand any contract with Evri, and therefore did not know about their conditions of carriage.

f. The nature of the items was communicated to SJ Henderson who was going to receive them at the rented space, he also had to take charge of any returns that arose, as well as delivering items in stock, in their warehouse, that Ageo Wholesale indicated to them. In all this SJ Henderson never conveyed any type of problem to Ageo Wholsale, in contrary at the moment of entering into contract they said that they would take charge of everthing without any problem.

g. SJ Henderson did Not breach the contract with Ageo Wholesale since this does not cover the way in which deliveries are prepared, nor the type of items, nor the way of delivery. The only thing the contract makes reference to is that SJ Henderson is the one that decides who to contract in order to carry out the deliveries.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings many brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

X

JUAN MARTINEZ
DIRECTOR

Signed: Juan Martínez

Dated: September 22nd 2025

Exhibit No.	Inquiry reference	No. Document description
JM/30	HKAW000034	Contract signed with SJ Henderson Fulfilment Ltd .
JM/31	HKAW000035	screen capture of the email dated 8th February 2022, where it is explained to SJ Henderson what type of product is marketed by www.huntingandknives.co.uk

*** Addition to 3. Ageo Wholesale had stock in the SJ Henderson warehouse; in the SJ Henderson management program, the reference and image were listed so that they could identify, package, and ship it. This is attached as documents JM/32 and JM/33.**

**** Addition to 4. The statements from Whistl and Evri confirm that they had no client relationship with Ageo Wholesale, a fact that I assert was the case. I was not aware of the type of contract they maintained with SJ Henderson Fulfilment Ltd, therefore I**