

These Terms&Conditions (T&C) are structured as follows:

- Part A (general provisions) applies to all transactions, except where a provision of the applicable parts B – E contains deviating regulation (other than merely adding further details), which then takes precedence;
- Parts B – E contain the applicable specific provisions for supply (with or without installation (Part B)), individual orders for the provision of services (Part C), content relocation (Part D) and service agreements (Part E);
- The Annex to these T&Cs describes the service packages for service agreements in greater detail.

These T&Cs are provided in German, English and other languages. Only the German and English texts are legally binding and authoritative. They are of equal status. Translations of these T&Cs into other languages are solely for convenience, and not legally binding.

A. General provisions

1. Applicability

- 1.1. These T&Cs apply to all transactions between Kardex VCA Pty Ltd ("KARDEX") and the customer, unless expressly agreed otherwise in writing.
- 1.2. On placement of a purchase order by the customer, these T&Cs are deemed to be acknowledged, and will also apply for future transactions with the customer.
- 1.3. Any departing, contrary or additional conditions of the customer apply only if expressly accepted by KARDEX in writing.
- 1.4. Any amendments of and additions to the contract must be made in writing. All agreements and legal declarations of the parties require confirmation in writing by KARDEX.
- 1.5. KARDEX is entitled to change or add to the T&Cs at any time. The version current at the time of the purchase order applies. In the case of long-term contractual relationships, a proposal setting out the amendments to these T&Cs will be sent to the customer in writing by no later than one month before the proposed date of their entry into force. The customer is deemed to have given its agreement if rejection has not been advised before the proposed date for entry into force of the changes. KARDEX will then apply the amended text of the T&Cs to any further transactions between the parties.
- 1.6. The general provisions of these T&Cs (Part A.) apply to all transactions and legal dealings between the parties unless otherwise stated in the specific provisions (Parts B. to E.) or by written agreements between the parties.
- 1.7. The term "Product(s)" will be defined in the specific provisions for the various deliverables to be provided by KARDEX, and applies to the relevant parts (Parts B. to E.). If Part A. refers to this term, it has the meaning as per the applicable specific provisions (Parts B. to E.).

2. Offers from KARDEX

- 2.1. Unless expressly agreed otherwise, offers from KARDEX are valid for 30 days, non-binding and without obligation. A statement by the customer is deemed to be an acceptance only if it is fully consistent with the KARDEX offer.
- 2.2. A contract is formed only when KARDEX has confirmed the purchase order or order, respectively, in writing, or by supply of the Products
- 2.3. Silence by KARDEX with respect to a counter-offer from the customer will in no circumstances be construed as a statement of acceptance.
- 2.4. The documents relating to offers and order confirmations, such as diagrams, drawings, and weight and measurement details, are authoritative only if expressly designated as binding. Brochures and catalogues are not binding in the absence of any further agreements between the parties.

3. Documents made available

Each party retains all rights to plans and technical documents that it provided to the other party. The receiving party acknowledges these rights, and will not make such documents available, in full or in part, to any third parties without prior authorisation in writing from the other party, or use them outside the scope of the purpose for which they were provided to them. This also applies in the case where the dealings between the parties do not result in the conclusion of a contract, and after the end of the business relationship.

4. Prices and payment conditions

- 4.1. The prices listed in the contract, offer and in these T&Cs are net of VAT in force at the time of provision of the deliverables, at the legal rate.
- 4.2. Unless otherwise agreed or specified in the subsequent specific provisions, invoices from KARDEX are payable within 14 days net from invoice date, with no discounts. Advance- and prepayments are payable immediately, with no discounts.
- 4.3. A customer failing to pay by the due date is in default without the issue of a reminder, and KARDEX is entitled to charge monthly penalty interest of 1%, except where a different penalty interest rate has been specified in the contract or in the offer.
- 4.4. In the event of customer default, KARDEX is entitled to withdraw from the contract, claim back any Products already supplied and/or attend the site and render Products unusable. KARDEX is further entitled in such cases to claim in addition for damages and/or provide outstanding deliverables only against advance payment or the provision of collateral, or to suspend the provision of deliverables under other contracts or service agreements for which payment has already been received.
- 4.5. If KARDEX becomes aware of circumstances casting doubt on the solvency of the customer, it reserves the right to demand full payment in advance or the provision of collateral.

5. Set-off and assignment

- 5.1. Set-off against claims receivable of the customer is not permitted.
- 5.2. Claims of the customer against KARDEX may be assigned only with consent from KARDEX.
- 5.3. The transfer of any rights and obligations under the contract is permitted only with the consent of the other contracting party.

6. Liability

- 6.1. Liability on the part of KARDEX for both its own actions and those of its various agents is restricted, to the extent permitted by law, to direct damages only and limited to 20% of the consideration under the relevant contract between KARDEX and the customer. In the case of long-term contractual relationships, the liability per year on the part of KARDEX is, to the extent legally permitted, limited to 50% of the annual fee payable for the relevant year only for the Machine (term defined in Part C. 1.2.) affected.
- 6.2. Any further claims not expressly referred to in these conditions, on any legal basis, in particular claims to compensation for damage not arising to the Product itself, such as goods and merchandise stored in the Products, interruption to production, capacity and data losses and their consequences, loss of beneficial use, loss of contracts, loss of earnings, and compensation for consequential damages and other direct or indirect damages, in particular damage to reputation and punitive damages, are, to the extent permitted by law, excluded.
- 6.3. Liability on the part of KARDEX is further excluded, to the extent permitted by law, for damages arising due to the following reasons: improper use, defective installation or commissioning by the customer or third parties, inadequate or unprofessional maintenance by the customer or third parties, wear and tear, incorrect or negligent operation of the Products by the customer, attempts by the customer to carry out its own repairs, the use of inappropriate consumables or replacement materials, telephonic or electronic transmission failures, poor workmanship, service parts not available on site, untrained staff of the customer or unauthorised third parties, faulty construction work or inappropriate undersoil on the customer's site, chemical or electronic effects, inadequate safety precautions against unauthorised third-party interventions, particularly in connection with remote maintenance services, except where any of the above can be traced back to culpability on the part of KARDEX, and also false statements by

the customer or its advisers regarding operational and technical prerequisites and the chemical and physical conditions in which the Products are to be used.

- 6.4. In the event of injuries to third parties or damage to third parties' properties as a result of actions or omissions of the customer, and claims being asserted against KARDEX in this regard, KARDEX has a right of recourse against the customer.

7. Intellectual property

- 7.1. It is hereby noted that the customer is not entitled to use the intellectual property of KARDEX (in particular technical proprietary rights, brands and other marks, designs, know-how, copyright to software and other works) for any purposes other than those expressly stated in the contract.
- 7.2. The customer may not transfer or otherwise provide Products to third parties without the brands applied, unless KARDEX has expressly granted permission for this.
- 7.3. Where KARDEX supplies software to the customer, the customer merely acquires a non-exclusive, non-transferrable right of use. The customer is not granted any right to edit the software.

8. Data protection

- 8.1. The protection of personal data is an important priority for KARDEX. KARDEX and the customer undertake to comply at all times with the applicable legal provisions on data protection. In particular, the customer assures that KARDEX is permitted to use personal data provided to them by the customer in accordance with this Clause A.8., and will hold KARDEX fully free and harmless from any claims by the persons affected.
- 8.2. KARDEX will obtain, process and use the customer's personal data for performance of the contract. The customer's data will further be used for the purposes of future customer service, in which context the customer has the right to object to in writing at any time. In addition, the customer's machine and operational data may be used in anonymised form and user information on the customer's employees may be used in pseudonymised form for diagnosis and analysis purposes, and for the further development of Products and services (e.g. predictive maintenance). All data derived from such analysis and diagnosis shall belong to KARDEX and may be freely used by KARDEX.
- 8.3. The customer's personal data will be passed on to other companies (e.g. freight forwarding companies contracted to deliver the Products) solely in the context of performance of the contract, insofar as this is necessary for contractual performance. Otherwise, there will be no disclosure of personal data to third parties. Within this context, the customer agrees that its personal data may also be disclosed abroad, even in countries without a comparable level of data protection to that in the country where the contract was closed.
- 8.4. The customer may approach KARDEX free of charge with any queries regarding the obtaining, processing or use of its personal data.
- 8.5. When using web-based products of KARDEX (such as customer portal, remote portal) personal data will be recorded. The collection, processing and use of such data can, upon customer's request, be governed by a separate data processing agreement. KARDEX undertakes to process personal data in compliance with the provisions of the applicable data protection laws.

9. Confidentiality prohibition on solicitation of personnel

- 9.1. Each of the parties undertakes to treat as confidential all commercial secrets and confidential information of which it has been made aware by the other, in particular, all information on customer relationships and details, other important information such as plans, specifications of deliverables or performances, product specifications, information on production processes and any other confidential information made available to it and/or otherwise disclosed by the other party in written or other form, and, in particular, not to make direct or indirect use thereof in business dealings and/or for competitive purposes, and/or pass it on to third parties in business dealings and/or for competitive purposes, and/or otherwise bring it directly or indirectly to the attention of third parties, either itself or through third parties.
- 9.2. The confidentiality agreement does not apply where the information is in the public domain, upon receipt was already known to the other party when received, is made available by third parties without any breach of a party's confidentiality obligation, or whose disclosure is mandatory under legal provisions or a court order, in particular judgments. The party wishing to invoke these exceptions bears the burden of proof in this regard.
- 9.3. The parties will place all persons whose services they use for providing the deliverables or who otherwise become apprised of confidential information in accordance with the intended purpose as per Clause A.9.1 under an obligation to preserve its confidentiality as per Clauses A.9.1. and A.9.2.
- 9.4. For a period of 2 years from the signing of the contract, or in the case of long-term contractual relationships from termination of the contract, the parties may not directly or indirectly solicit employees of KARDEX or of companies that are affiliated with KARDEX or have been used by KARDEX in the context of providing the deliverables.

10. Saving clause

If one or more provisions of the contract, including these T&Cs, are or become fully or partially inoperative, or the contract is found to contain a loophole, this will not affect the validity and effectiveness of the contract. In place of the inoperative provision, an operative rule will be deemed to be agreed that is closest in terms of form, content and dimension to the parties' intention on the basis of the purpose and economic outcome of the inoperative provision. The same applies *mutatis mutandis* in the case of a loophole.

11. Applicable law and courts of jurisdiction

- 11.1. These T&Cs and the entire legal relationship between the parties are subject to Swiss law, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2. All disputes, differences of opinion or claims arising from or in connection with the contract between the parties and these T&Cs, including their validity, invalidity, breach or cancellation, will be decided by an arbitration procedure under the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. Regarding the time for service of initiation pleadings, the current text of the Rules of International Arbitration applies. The venue of the arbitration procedure is Zurich, Switzerland. The language of the arbitration procedure is English or German.

B. Specific provisions for delivery

1. Subject-matter of contract

- 1.1. The subject-matter of the contract is solely the supply of tangible and intangible goods specified in the KARDEX confirmation of order (hereinafter: "the Product") and all associated services specified in the order confirmation.
- 1.2. Only the characteristics listed in the order confirmation are assured. Public statements, promotions and advertisements do not constitute guaranteed characteristics of the Products. It is the customer's responsibility to carry out checks in order to satisfy itself of the fitness of the Products for the intended purpose.
- 1.3. Any quality information additional to the content of the confirmation of order must be confirmed in writing by KARDEX.
- 1.4. KARDEX reserves the right to modify the design and/or form of the Products, provided that the Product deviates only insignificantly from the agreed quality as a result, and the customer can reasonably be expected to accept the modifications, or has agreed to the change to the agreed quality.

2. Delivery time

- 2.1. Delivery time is non-binding unless expressly confirmed as binding in writing by KARDEX.
- 2.2. Delivery time starts from the dispatch of the order confirmation or order in case there is no order confirmation, but not before receipt from the customer of any applicable advance

payment or collateral, or fulfilment of contractual obligations such as the provision of documents, permits and/or clearances that are to be obtained by the customer.

2.3. If subsequent change requests by the customer are accepted for implementation, the delivery time and supply deadlines are extended and postponed at least by the period of time required for implementation of the change requests.

2.4. Delivery time and deadlines are met if on their expiry the Product has left the factory or notification of readiness for shipment has been given. In the case of the installation of Products, the delivery is met by timely handover or acceptance of the installed Product. Delays beyond the control of KARDEX (e.g. failure by the customer to provide ancillary services, such as ensuring the availability of a suitable lifting platform, opening the building) will result, in minimum, in an analogous extension of the delivery time. KARDEX has the right to charge incurred cost from such delays.

2.5. Force majeure, strikes, lockouts and other impediments beyond the control of KARDEX will extend and postpone agreed delivery time and deadlines by no more than the duration of the impediment, to the extent that such impediments demonstrably have a significant impact on completion or delivery of the Products or associated services. The same applies where the impediments to performance occur in the operations of KARDEX upstream suppliers. KARDEX will further not be accountable for the above circumstances if they arise during an already existing delay. KARDEX will notify the customer without delay of the beginning and end of such impediments.

2.6. If the shipment of the Products is delayed at the customer's request, it will be invoiced as from one month after the notification of readiness for shipment issued by KARDEX for the resulting storage costs; in the case of storage in the factory, KARDEX may claim a storage fee in accordance with normal local rates. KARDEX is, however, entitled, following a compliance notice setting a reasonable deadline that has remained without effect, to utilize the Product otherwise, and to inform the customer of a new delivery time.

2.7. Partial shipments are permitted.

3. Customer's rights in the event of late supply

3.1. The customer's entitlement to compensation for delay damages is dependent upon prior notification of the delay in writing from the customer to KARDEX, and provision of proof of damage incurred as a result of the delay. The damages from delay will in this eventuality be limited to a maximum of 0.1% of the consideration per expired week of delay, and a maximum of 5% of the total consideration. Any compensation claims for the customer in excess of these amounts are excluded; this does not apply in the case of deliberate action or gross negligence by KARDEX.

3.2. The customer may waive delivery and withdraw from the contract only if it has twice provided KARDEX with a written reminder with a reasonable period of time, of at least 10 weeks each, following expiry of the agreed delivery time or supply deadline, and in case this period has passed without result and the customer has immediately declared its withdrawal.

3.3. To the extent permitted by law, all further claims and rights of the customer for delay, in particular further damages, are excluded.

4. Location of delivery; transfer of risk; inspection obligation

4.1. Unless expressly agreed otherwise, the Product will be supplied "FCA KARDEX factory" (Incoterms 2010).

4.2. If installation of the Product has been specified, the Product will be supplied "DDP customer's factory" (Incoterms 2010), unless expressly specified otherwise. In this case, the transfer of risk to the customer takes place at the latest at the arrival of the Product.

4.3. If shipment is delayed in the situation according to Clause B.4.1. due to circumstances beyond the control of KARDEX, the use and risk of the Products are transferred to the customer at the time of readiness for delivery.

4.4. In the situation according to Clause B.4.2., the customer is required to inspect the Product immediately upon its delivery, and if damage during transport is suspected, to provide a written report of the damage in a timely manner in order for the deadlines for lodging insurance claims to be met.

5. Inspection of the Product and acceptance

5.1. The customer is required to inspect the quality and quantity of the Product supplied immediately upon their receipt. Any defects or incorrect deliveries are to be reported immediately in detail in writing, and in any event within 10 days from receipt of the Product (or from detection in the case of latent defects). If the report is submitted late, the shipments will be deemed to be accepted, and no warranty will apply.

5.2. If installation of the Product has been specified, the customer is obliged to carry out an acceptance procedure on the Product as soon as KARDEX notifies it of the completion of installation. During the acceptance procedure, the Products are to be inspected for any defects. Defects are to be documented in a written record (customer acceptance certificate). Immediately after the acceptance inspection, KARDEX is to be sent a copy of the customer acceptance certificate, and a detailed written report of all defects. If the customer fails to meet this complaint notification obligation, all warranty claims will be void.

5.3. If acceptance is delayed for reasons beyond the control of KARDEX, the Product is deemed to be accepted 14 days after the completion of installation. The Product is further deemed to be accepted if it is in Productive use by the customer.

5.4. If the Product displays only minor defects in the acceptance inspection, the customer may not deny acceptance; instead, in this case the Product is deemed to be accepted.

5.5. On acceptance, KARDEX is no longer liable for any manifest defects that are not listed in the acceptance record.

6. Warranty

6.1. Products are regarded as defective if on the transfer of risk they demonstrably have defects that negate or significantly reduce their value or if guaranteed characteristics are not met.

6.2. If the Product is defective, the customer has to set KARDEX twice a reasonable deadline to make good. If KARDEX allows said reasonable deadlines for make good to expire without effect, at KARDEX's discretion the customer is entitled to replacement of the defective Product or repair without charge.

6.3. In the case of repair or replacement supply, KARDEX is obliged to bear all the required expenses, in particular for transport, labour and materials, unless these are increased by the fact that the Product has been taken to a location other than the place of performance.

6.4. In the event of a major failure of repair or replacement, the customer may claim a reduction of the consideration. Only if the Product has physical defects that negate its fitness for the intended use does the customer have the alternative option of termination of the contract.

6.5. If KARDEX has guaranteed a specified level of productivity (throughput) or a specified availability of a device, and the shortfall with respect to the guaranteed productivity or availability at the time of the customer acceptance is no more than 15%, the customer, to the extent permitted by law, does not have the right of repudiation or claim for re-supply or compensation. KARDEX will, at its own discretion, meet the warranty claim by repair or a reduction of the consideration.

6.6. If (a) KARDEX has guaranteed a specified level of productivity (throughput) or availability of a device, and (b) the customer subsequently changes the device specification or issues additional orders, and (c) this reduces the productivity or availability, the guaranteed values are deemed to be adjusted accordingly.

6.7. The customer's warranty rights in the case of supply of Products not in accordance with the contract become time-barred on the expiry of 12 months after delivery to the customer.

6.8. Warranty claims expire early if any attempted repairs or modification are undertaken by the customer, if the Product is operated or maintained inappropriately or contrary to the

manufacturer's instructions, or if the Product is moved to another location without the involvement of KARDEX.

7. Prices and payment conditions

7.1. If the legal or regulatory requirements for the Product change, and this makes it significantly more difficult for KARDEX to supply Products in accordance with the contract, KARDEX may charge a reasonable increase of the consideration. An agreed delivery time, where applicable, will be extended by the delay resulting from the change.

7.2. Contrary to Clause A.4.2. above, the purchase price will be due for payment as follows: if KARDEX has undertaken to install the Product, 50% is payable on issuing of the order, 40% on delivery (or at the latest 30 days after notification for delivery) and 10% within 30 days of acceptance. If KARDEX has not undertaken to install the Product, the full purchase price is payable 14 days after supply and invoicing, with no discounts. Advance- and prepayments are payable immediately, with no discounts.

7.3. If the purchase price is specified in a currency other than the euro, the following applies: if the exchange rate of the agreed currency against the euro is at the time of shipment of the Product from the KARDEX factory at least 3% above or below the exchange rate in place at the signing of the contract (both exchange rates as per www.oanda.com), KARDEX or the customer may ask for an adjustment to the purchase price according to the change in the exchange rate.

8. Retention of title

8.1. KARDEX retains title to the Product sold until payment in full of the consideration.

8.2. If this is necessary or possible, respectively, KARDEX is entitled to have the retention of title registered at the competent registration office, even without the customer's involvement.

8.3. The customer is obliged to carry out all actions and measures necessary to protect the property of KARDEX. In the event of the pledging of or other form of intervention in the property rights of KARDEX, the customer is to inform KARDEX immediately to this effect. Until such time as the consideration is paid in full, the customer may not pledge, lease, sell-on or otherwise make the Product available to third parties.

9. Spare parts

KARDEX gives the customer an assurance of the availability of non-electronic spare parts for a period of 10 years, and electronic spare parts for a period of 6 years, from the delivery of the Machine.

10. Technical support by the customer

10.1. If installation of the Product has been specified, the customer is obliged to provide technical support, at its own expense. This includes the following in particular:

a) Any necessary under-pouring or plugging of the steel framework and laying of the underfloor (screed flooring) after installation. The customer is to provide the installation surface for the Product at the new location in well-swept condition.

b) Provision of the necessary equipment and heavy tools (e.g. scissor lift) as agreed with KARDEX, and the required auxiliary items and materials (e.g. underlays, wedges, lubricants, fuel, etc.).

c) Provision of heating, lighting, site energy supply, water, including the necessary connections.

d) Provision of suitable, burglar-proof personnel rooms and work rooms with heating, lighting, washing facilities and sanitary facilities, and first aid for the installation personnel.

e) Transport of installation parts to the installation location, protection of the installation location and installation materials from harmful effects of all kinds, cleaning the installation location.

f) Provision of materials and carrying out any other actions required for initial adjustment of the Product and carrying out testing as specified in the contract.

g) Ensuring the floor load capacity at the installation location, and providing an installation surface that is robust, level on all sides and horizontal.

h) At the start of installation, provide at the location of the machine as per relevant regulations the required energy supply, internet and data connection in accordance with KARDEX specifications.

i) Providing the structural prerequisites for correct, problem-free installation (for example, moving of ventilation ducts, batten light fittings, water pipes, if these obstruct the installation of the Product).

10.2. The technical support provided by the customer must be such as to ensure that the work on providing the services can begin immediately on the arrival of the KARDEX technician, and can continue without delay until acceptance by the customer. The technician should be able to work at optimum capacity between 7:00 a.m. and 6:00 p.m. If special plans or instructions from KARDEX are needed for the installation, KARDEX will supply these to the customer in good time.

10.3. The customer will provide in such a case of need assistance to the KARDEX technician on site with its own personnel to the best of its ability; this applies in particular where work is to be carried out that a single person cannot reasonably be expected to perform, or that cannot be carried out safely by a single person. KARDEX cannot be charged for such assistance. The customer is to confirm the work carried out by the KARDEX technician by signing off the technician's work report.

10.4. If the customer fails to meet its obligations, KARDEX, after issuing a non-compliance notice, is entitled, but not obliged, to carry out the actions incumbent on the customer in customer's place, and at customer's expense, or have them carried out by third parties. In addition, there can be no delay on the part of KARDEX if and for such time as the customer has failed to meet its obligations.

C. Specific provisions for individual service orders

1. Subject-matter of contract and scope of deliverables in general

1.1. The subject-matter of the contract are deliverables based on individual orders concerning the provision of services (repairs, installation without supply of a system, relocation of a system, maintenance, modifications, etc.).

1.2. The order issued by the customer to KARDEX will specify the services to be provided and the system or machine (hereinafter "the Machine") on which they are to be performed (hereinafter "the Products"), and state the consideration payable. Where applicable, the order shall also specify the supply location and delivery times.

2. Scope of deliverables specifically for relocations

2.1. KARDEX offers its customers a relocation and moving service for the machines it manufactures, either within the same site or to a different site, within domestic territory or abroad ("relocation service"). The relocation service comprises the dismantling of the Machine at the old location, transporting the components from the old to the new location, interim storage of the components (if so agreed), installation at the new location, and commissioning of the Machine. It does not include the elimination of defects and the replacement of wear parts; these services require the placement of a separate order for a separate consideration.

2.2. If the new location is in a different country than the old location, the customer is required to perform all the actions required for transportation to the other country and also the operation in the other country. The customer bears all the costs arising in this context (necessary modification of the machines, customs, clearance duties, etc.). Any necessary modification shall be ordered separately.

2.3. In order to meet its obligations under this contract, KARDEX may make use of the services of third parties. It is not obliged to perform the work itself. If it makes use of a third party, it will ensure by means of suitable contractual provisions with such party that the obligations of KARDEX under this contract are fulfilled by the third party.

2.4. Unless the service of content relocation of the Machine to be relocated has been agreed upon as per the following section D., the customer has to remove all the contents (goods in storage) from the Machine.

2.5. The customer is obliged to inform KARDEX before it commences its work of any work carried out by other parties or itself on the Machine, or of any parts replacements. In such cases, KARDEX is entitled to request a thorough chargeable inspection of the Machine or to decline to perform the service.

3. Technical support from the customer

The customer is obliged to provide technical support, at its expense. Clause B.10. applies *mutatis mutandis* in the case of an installation order or relocation order.

4. Acceptance

4.1. The customer is obliged to carry out an acceptance procedure on the deliverables as soon as KARDEX notifies it of their completion. Any defects are to be documented in a written record (customer acceptance certificate). Immediately after the acceptance inspection, KARDEX is to be sent a copy of the customer acceptance certificate, and a detailed written report of all defects. If the customer fails to meet this complaint notification obligation, all warranty claims will be void.

4.2. If acceptance is delayed for reasons beyond the control of KARDEX, the Products are deemed to be accepted 14 days after notification of completion by KARDEX. KARDEX has the right to charge incurred cost from such delays.

4.3. If only minor defects are found in the acceptance inspection, the customer may not deny acceptance; instead, in this case the Products are deemed to be accepted.

4.4. On acceptance, KARDEX is no longer liable for any manifest defects that are not listed in the customer acceptance certificate.

5. Warranty

5.1. KARDEX warrants that the Products forming the subject-matter of the order are free of defects in workmanship, in accordance with legal provisions, relevant standards and regulations, and the recognised rules of the art.

5.2. KARDEX will meet its warranty commitment for any defects of the Products by carrying out repairs. If KARDEX fails to meet its repair obligation or does not do so in a timely manner, the customer is entitled to twice set KARDEX a reasonable deadline for performance. If KARDEX allows said reasonable deadlines to expire without taking any action, the customer is also entitled to claim a reduction of the consideration (abatement). This also applies if KARDEX genuinely and definitively refuses to carry out the repair. The customer has a right of withdrawal only if the Products supplied by KARDEX repeatedly display serious defects, and KARDEX fails to eliminate these defects in accordance with the contract.

5.3. The customer's warranty rights become time-barred 12 months after acceptance of the Products.

6. Consideration

6.1. Consideration for the Products will be charged by time, according to the KARDEX price list current at the time, unless a lump sum has been expressly agreed.

6.2. KARDEX is entitled to charge the customer costs for unavailing trips to the customer's location and in cases where the Product cannot be provided at the customer's location for reasons for which the customer is responsible. The customer may be charged for any waiting time caused by failure of the customer to provide support.

7. Liability

Liability for content stored in the Machines is excluded to the extent permitted by law.

D. Specific provisions for content relocation

1. Subject-matter of contract

1.1. In addition to the relocation service, KARDEX also offers the service of moving the contents of the system or machine (hereinafter "the Machine") to be relocated to the new location (this service is referred to hereinafter as "Product").

1.2. The Content Relocation is only available in conjunction with the relocation service of the same Machine. The customer is both consignor and recipient of the contents.

1.3. The following provisions are to be seen as additional to the specific provisions for individual orders (Part C. above).

2. Scope of service

2.1. KARDEX will arrange all aspects of moving the contents of the Machine to be relocated. Along with transporting the contents from the old to the new location of the Machine, this includes, unless expressly excluded, emptying the Machine, appropriate packing of the contents, interim storage of the contents during the relocation of the Machine, and putting the items back into position in the same Machine at the new location. If expressly so instructed by the customer, the scope of service also includes ancillary services associated with the order, such as obtaining insurance cover.

2.2. The contents are conveyed to the delivery location for the Machine that has been emptied of the contents, and put back into position in the Machine.

2.3. Any specific agreements reached and instructions from the customer with regard to the relocation of the Machine are also to be respected with regard to the contents. Specific agreements and instructions regarding transport are binding only if so stated in the following provisions.

2.4. Delivery and handover of the contents to a third party that does not belong to the customer's company, the rearrangement and re-sorting of the contents by KARDEX and part shipments cannot form the subject-matter of a Content Relocation order, and any instructions from the customer in this regard are not binding on KARDEX.

2.5. If storage of the contents during the conveyance of the Machine to its new location is required ("transport-related storage"), KARDEX may arrange such storage in its own storage space or other parties' storage space, at its discretion. If it arranges storage in the space of another party, it must inform the customer of its name and the storage location if the customer so requests. The customer may inspect the storage space, accompanied by KARDEX, within its business hours. Any objections or complaints regarding the storage of the contents must be raised without delay.

2.6. KARDEX will arrange insurance cover for the contents (e.g. transport or storage insurance) with an insurance provider of its choice, if the customer explicitly commissions this service when issuing the content relocation order. If KARDEX is unable to arrange insurance cover because of the nature of the contents to be insured or for any other reason, KARDEX will notify the customer accordingly without delay. KARDEX is to decide on the nature and extent of insurance on the basis of a conscientious assessment and contract such cover at normal market conditions, unless the customer issues written instructions otherwise to KARDEX, stipulating the insurance amount and the risks to be covered. If KARDEX is acting for account of the customer, it will provide the customer on request with a report on the insurance cover it has contracted. In this case, KARDEX will for each individual order ascertain, document, and provide payment in full to the insurance provider of the premium solely for this insurance cover. If KARDEX is not acting for account of the customer when the insurance is contracted, the insurance costs will be included as a lump sum in the invoice to the customer.

3. Liability

3.1. Liability on the part of KARDEX for loss of or damage to the entire relocation contents is, to the extent permitted by law, limited to compensation for property damage of 2 International Monetary Fund special drawing rights ("XDR") per kilogram of the gross weight of the contents in the Machine to be transported ("shipment").

3.2. If only some of the contents within the shipment are lost or damaged, liability on the part of KARDEX is, to the extent permitted by law, limited to compensation for the property damage of 2 XDR per kilogram of the gross weight of the portion of the shipment whose value has been lost.

3.3. Any liability on the part of KARDEX is excluded where loss or destruction has been caused by the natural characteristics of the contents or by the customer's fault or instructions, or is based on circumstances that could not have been avoided by a diligent freight forwarder.

3.4. The provisions of Clauses D.3.1 – D.3.3 above also apply *mutatis mutandis* to the upper limit and exclusion of liability on the part of KARDEX for late delivery. The compensation claimed for lateness may not in any circumstances exceed the amount for the loss or destruction of the contents.

3.5. The customer's entitlements are extinguished (i) if the loss of or damage to the contents was externally visible, and the customer has not notified KARDEX of the loss of or damage to the contents on the day of delivery, or (ii) if loss or damage was not externally visible on delivery, and the customer has not informed KARDEX within eight days after delivery. This does not apply in the case of deliberate concealment or gross negligence.

3.6. The liability upper limits and liability exclusions set down here also apply in the case of transport-related storage of the contents in accordance with Clause D.2.5.

4. Communication and information obligations, dangerous goods, accompanying documents

4.1. A waybill will not be issued.

4.2. The customer is obliged to advise KARDEX of the following details on the contents to be transported on placement of the order, and to enter them in a relocation contents list:

- nature of the contents to be transported;
- status of the contents to be transported (new merchandise, used items, items in the course of production, raw materials);
- number of units;
- weight per unit and total consignment weight;
- value per unit and total consignment value;
- cargo space likely to be required;
- any contents for which special care is required during transport, for example because they are fragile, perishable or sensitive in some other way;
- contents that are already packaged in any manner;
- contents whose possession is illegal at either the old or the new location.

4.3. Items for whose transport special care is required, for example because they are fragile, perishable or sensitive in some other way are to be labelled by the customer prior to shipment and packing by KARDEX.

4.4. KARDEX will check the relocation contents list as the contents are being packed. In the event of a discrepancy between the contents found to be present and the details provided, KARDEX will note this as remarks on the list and provide the customer with a copy of the remarks on the list.

4.5. If the contents are dangerous goods, the customer is to bring the hazard arising from the contents to the attention of KARDEX. This must be done in writing, specifying the precise nature of the hazard, and, to the extent necessary, the precaution to be taken. If it has not been expressly informed of the specific nature of the hazard on taking possession of the contents, KARDEX may (i) reject them, unload them, place them in storage, return them or, if necessary, destroy them, or render them safe, without thereby incurring any compensation obligation towards the customer, and (ii) bill the customer for reimbursement of the expenses it has incurred in this way.

4.6. The customer is liable, even where there is no culpability on its part, for damages and costs incurred by KARDEX as a result of the customer's failure to provide details or correct details of the contents. The customer's liability irrespective of culpability applies in particular if the damage has arisen from (i) inadequate packing or labelling, (ii) incorrect or incomplete details in the waybill, (iii) failure to provide advice as to the hazardous nature of the goods, or (iv) failure to provide certificates or information required for official processing, or their provision in incomplete or inaccurate form.

5. Impediments to transport and delivery

5.1. If, after receipt of the content, it becomes evident that transport or delivery cannot be carried out in accordance with the contract, KARDEX is to seek instructions from the customer. If the impediment is not within its domain of risk, KARDEX is entitled to claim reimbursement of its expenses incurred in carrying out the instructions, and a reasonable consideration.

5.2. If KARDEX is unable to obtain instructions from the customer within a reasonable time, it is to take such actions as appear to be in the customer's best interests. It may, for example, unload the contents and keep them, or transport them back to the point of origin. Transport is regarded as completed on the unloading of the contents. KARDEX is entitled to reimbursement of its expenses incurred for the actions taken, plus a reasonable consideration, unless the impediment was within its domain of risk.

6. Claim to freightage

6.1. The claim to freightage arises when KARDEX notifies the customer of delivery, irrespective of any loss of or damage to the contents. If a substantial proportion of the contents are lost or damaged, the freightage will be reduced accordingly.

6.2. If the transport operation is terminated early because of a transport or delivery impediment that is not within the risk domain of the customer, KARDEX is entitled to a proportion of the freightage for the completed part of the transport operation if the customer's interest is served.

6.3. If the transport operation becomes impossible for reasons that are within the customer's domain of risk or arise at a time when it is in default of acceptance, KARDEX remains entitled to the freightage. KARDEX must, however, take into account the expenses it saves or savings made from other sources, or which it has maliciously forgone to make.

6.4. If a delay arises after the start of the transport operation and before arrival at the delivery location, for reasons that are within the customer's domain of risk, KARDEX is entitled to a reasonable consideration in addition to the freightage.

7. Rights of termination

The customer may terminate a contents relocation operation only in conjunction with the relocation service. If KARDEX has already started on the relocation of the contents, the customer may receive the contents back only if it pays KARDEX the freightage and all other damages incurred by KARDEX from the early termination.

E. Specific provisions for service contracts

1. Subject-matter of contract

1.1. The service contract signed between KARDEX and the customer shall specify the system or machine (hereinafter "the Machine") to which the contract refers and/or contractual software to which the contract refers (hereinafter: "the Products") and the selected service packages, and will state the consideration.

1.2. The services to be provided by KARDEX in the context of Unscheduled Maintenance (receipt of fault report, expert helpdesk, remote service diagnosis, software support) and Scheduled Maintenance (safety testing, inspection, maintenance for plant/machines and software) will be based on the technical requirements, the specified time intervals and the defined software upgrades, service releases and software updates. Unless otherwise specified, the scope of service includes the performance of all work and the installation of service parts (hereinafter "Spare Parts") required for restoration of normal operational readiness of the Product in accordance with a professional assessment and the recognised code of practice. If reinstallation

of the operating system and user software used by the customer is necessary for restoration of the status prior to the malfunction, this is also included.

2. Service packages

2.1. KARDEX offers the following categories of service package:

- Unscheduled Maintenance;
- Scheduled Maintenance;
- Service Parts.

2.2. The specific provisions for the individual categories and the service packages they contain are set down in a separate "description of service packages" document.

2.3. The scope of service according to the "description of service packages" document is definitive. In particular, the scope of service of the service contract does not include the following:

- the supply of software, software upgrades, service releases and the associated services (except in the case of the "KARDEX Software Maintenance" package);
- customer infrastructure for remote service diagnosis;
- connection of additional Machines and components;
- call-out and travel time of the service technician for on-site call-outs and installation/replacement of service parts; these will be charged at current hourly rates and standard travel charges. Alternatively, the customer can opt for these costs to be incorporated in the service contract, with the "KARDEX on-site call-out" service package (All-in service contract);
- the supply of Spare Parts; these will be charged at current rates and price lists. Alternatively, the customer can opt to have them included in the service contract with the KARDEX Service Parts and/or KARDEX Inventory Maintenance service packages, exclusive of the supply of wear parts and consumables. The supply of wear parts and consumables cannot be included, but is instead charged according to current rates and price lists;
- any work that does not relate to the acute elimination of malfunctions, but rather involves the installation of Spare Parts and wear parts and consumables (in particular bulbs, laser beams, fuses, batteries, monitors and displays), general inspections after work done by itself or other parties, changes in device functionality, testing of device functions not included on the checklist, improvement maintenance (e.g. for extension of lifetime), adjustments to internal device distribution, machine overhauls and work for solely to enhance the appearance of the Machines, e.g. painting;
- the elimination of damage and malfunctions that are typically insured by property insurance policies for Machines and components of this type; this includes in particular the elimination of damages caused by circumstances outside the Machine, e.g. overvoltage, induction, short-circuit, power failure, fire and water damage of all kinds, and theft;
- elimination of damage caused by deliberate action or negligence, third-party actions, unprofessional operation, failure to comply with technical requirements and the use of unsuitable materials and fluids, or force majeure, acts of war or terrorist acts.

2.4. KARDEX will carry out Unscheduled and Scheduled Maintenance in normal business hours. To have access to services outside normal business hours, the customer can opt for the "KARDEX Extended Readiness" service package, to be ordered separately.

2.5. Without prejudice to the warranty under the contract for delivering the initial Machine, KARDEX does not provide any warranty that the Machine will remain free of defects and/or will function without interruption during the term of the service contract. The warranty for services provided by KARDEX is based on Clause E.5.

2.6. To be included in a service contract, the Machine and its components must be in a condition free of technical defects, and the customer must have acquired a right of use for the current version of the software. Machines for which the warranty running from delivery has already expired will be included in the service contract only after undergoing a check by KARDEX. The costs for the check and any expenses incurred for returning the Machine for initial inclusion to a suitable condition will be borne by the customer, according to the current rates and price lists.

2.7. The KARDEX remote support portal (KARDEX Portal) enables machine status monitoring based on the control of technical data from the control unit. All personal data and customer related data exchanged in the context of the services will exclusively be used for the purposes defined in these conditions. A connection to the KARDEX Portal does not guarantee that malfunctions can be diagnosed or eliminated by means of the KARDEX Portal. If the malfunction cannot be eliminated via telephone assistance or remote maintenance, KARDEX will send a service technician to the concerned Machine to eliminate the malfunction and will separately charge its services pursuant to the current rates and price lists.

3. Customer obligations

3.1. The customer has to treat and use the Machine in accordance with KARDEX operating recommendations. It will enable KARDEX to eliminate malfunctions arising due to incorrect operation, at customers expense.

3.2. Faults are to be reported solely by customer personnel previously trained by or at KARDEX to the on-duty KARDEX service technician. The fault report is to be submitted from the location of the Machine in question, via an appropriate means of communication, specifying the Machine name, and model and series or licence number and the clearest possible description of the fault. The disclosure of KARDEX contact details or premises access codes to any third parties is expressly prohibited in the interests of ease of access. The customer will maintain the availability of technical facilities for telephone or online support. Call charges will be paid by the customer.

3.3. The customer undertakes to provide a functional data transmission device (remote connection for remote maintenance), sufficiently protected against unauthorised third-party access, to allow KARDEX appropriate access to the customer's system for support tasks. As a prerequisite for this, the customer must provide KARDEX the required authorisations. Remote maintenance is carried out via a suitable separate remote maintenance software application, such as TeamViewer or the KARDEX Portal. No other forms of remote maintenance are included in the standard support contract; these require a separate written agreement. Data transmission costs incurred and any other costs arising from remote maintenance are borne by the customer. Further details on this point are provided where applicable in the support contract. If the customer does not have data transmission facilities as defined above available, it is to reimburse KARDEX for the resulting increased expense. KARDEX is relieved from its duty to perform remote maintenance, if – due to no fault of KARDEX – no connection can be established from the system.

3.4. When required, the customer will support the KARDEX service technician on site with its own personnel to the best of its ability; this applies in particular if the work to be carried out is beyond what a single person can reasonably be expected to do, or can do safely. There is no reimbursement claim against KARDEX for this. The customer will sign off the work done by the KARDEX service technician on the technician's work report, as the basis for invoicing.

3.5. The customer must ensure that the Machines are exclusively available at the agreed timeslot to the KARDEX service technician executing the service, and that they can be removed from operation for this purpose.

3.6. During the term of the service contract, the customer is obliged to have all maintenance and repairs on the Machines carried out solely by KARDEX or an authorised subcontractor of KARDEX. It is to inform KARDEX of any prior work on the Machines itself or parts replacements carried out by the customer itself or third parties, before the work starts. In such cases, KARDEX is entitled to require a thorough check of the Machines in question, or otherwise to decline to perform the service.

3.7. In the event of additional resources and staff being required in exceptional cases, the customer will provide these, in consultation with the service technician, for the duration of the maintenance/safety inspection or service call-out, respectively, at no charge.

3.8. The customer will not change the location of the Machines without prior advice in writing to KARDEX. Upon request, and the customer's expense, KARDEX will carry out or supervise the

relocation. If the customer does not have the relocation carried out or supervised by KARDEX, KARDEX services under the service contract will be suspended during the relocation and KARDEX will perform a system audit to ensure the correct and safe functionality of the Machines before reinstating the services. Such a system audit is at the customer's expense and charged separately. Any damage attributable to an unprofessional relocation operation will not be covered by the service packages.

3.9. The customer will keep a reasonable stock of the Spare Parts that are critical for the functional operation of the Machines and that have to be changed within no more than 24 hours in the event of failure, as well as of parts for which KARDEX has informed the customer that they are no longer in production.

3.10. The customer undertakes to actively support KARDEX in case of an unexpected maintenance issue in fault diagnosis and elimination conducted in the context of the remote maintenance. The customer notifies to KARDEX in writing qualified employees educated by KARDEX as contact persons authorized to perform and take all actions and decisions for the customer which are necessary in connection with the ordinary use. The contact person remains with the product during the whole process of remote maintenance ready to intervene, where appropriate, in case of an emergency shutdown. The customer is responsible that the machine will not cause any danger.

3.11. Employees of the customer require a password for the use of the KARDEX Portal. Every person, legitimating him or herself via password, is seen as authorized towards KARDEX, and all entries and instructions based on a formally error free legitimization will be attributed to the customer.

4. Consideration

4.1. For the services specified in the service contract, an annual fee is charged, of an amount depending on the on-call readiness period agreed in the individual contract.

4.2. The first annual fee is invoiced on the signing of the service contract, and thereafter before the start of each contract year.

4.3. KARDEX reserves the right to increase or decrease the annual fee in the event of changes in the costs of factors affecting the services (e.g. staff, material and resource costs, changes in tax rules and legislation). If the increase is more than 5% of the agreed annual fee, the customer has a right of termination for cause. The customer may then terminate the contract early, within one month of receiving the invoice for the increased annual fee, to take effect for the first contract year to which the increased annual fee applies.

4.4. KARDEX is entitled to charge the customer for unavailing trips to the customer location or if the service or part of the service cannot be performed on site if the customer is responsible for the impediment. The customer may be charged for any waiting times caused by the required service parts not being available on site.

4.5. Additional inspections following the repair of Machines or the replacement of missing technical documents or service booklets are not included in the annual fee, and will be invoiced separately at current KARDEX customer service/hourly rates at the time.

5. Warranty

5.1. KARDEX warrants all services under this service contract as free of defects in accordance with legal provisions, relevant standards and regulations, and the recognised code of practice.

5.2. KARDEX provides a warranty for any defects of the services in the form of repairs. If KARDEX fails to meet its repair obligation, or does not do so in a timely manner, the customer is entitled to twice set KARDEX a reasonable deadline for subsequent performance. If KARDEX allows said reasonable deadlines for subsequent performance to expire without effect, the customer may also claim a reduction in the consideration for the defective service (abatement). This also applies if KARDEX genuinely and definitively refuses to carry out the repair.

5.3. The warranty runs as from acceptance of the service. The customer is obliged to check the service for defects on acceptance, and to notify KARDEX in writing immediately of any defects. If the customer fails to meet this obligation to raise a complaint, its warranty claims are extinguished.

5.4. The customer's warranty rights become time-barred 12 months after acceptance of the service.

5.5. The warranty is extinguished with immediate effect if work or attempted repairs are carried out on the Machines by maintenance companies not authorised by KARDEX, unless KARDEX has genuinely and definitively refused to repair the defect.

5.6. KARDEX does not warrant that maintenance and testing will be carried out within a particular time, unless this has been expressly agreed. KARDEX further does not warrant that a third party will not gain authorised access in connection with remote maintenance.

6. Liability

6.1. To the extent permitted by law, KARDEX will not be liable for damage resulting from incorrect use of the Machines, telephone or electronic transmission failures, poor workmanship, attempted repairs carried out by the customer itself or third parties, service parts not being available on site, untrained staff of the customer or unauthorised third parties, or delay in reaching the on-duty service technician because of being engaged in another remote maintenance call. Nor will KARDEX be liable for the loss of data.

6.2. To the extent permitted by law, any liability for merchandise and goods stored in the Machines is excluded.

7. Contract term and termination

7.1. The service contract enters into force on the date specified in the service contract, and has a term of two years in the first instance.

7.2. It will be extended by further periods of one year in each case unless terminated in writing, with at least 3 months' notice.

7.3. The service contract may be terminated for cause by either party with immediate effect if one of the contracting parties has significantly breached its obligations under the service agreement and fails to rectify the breach, in spite of a compliance notice from the other party giving it a deadline of 2 weeks to do so.

7.4. KARDEX may require the removal of specific Machines from the service agreement after a notice period of 3 months, if the Machines in question can no longer be properly maintained because of excessive wear or the unavailability or obsolescence (Part B. 9.) of spare parts.