

Terms & Conditions of Installation Services BHS Intralogistics GmbH (Version: 03/05/2024)

1. Scope of Application

The Terms and Conditions of Installation apply in addition to the respectively valid Terms and Conditions of Sale and the Service and Spare Parts Conditions of BHS Intralogistics GmbH (hereinafter referred to as "BHS" or "BHS Intralogistics") to all work performed on installation and service work for which BHS Intralogistics sends specialists to the Customer. The terms and conditions of sale and the applicable service and spare parts terms and conditions of BHS Intralogistics shall form an integral part of these Terms and Conditions of Assembly. If there is any conflict between the Terms and Conditions of Assembly and the above Terms and Conditions of Sale or the Terms and Conditions of Service and Spare Parts of BHS Intralogistics, the provisions of the Terms and Conditions of Assembly shall prevail.

2. Construction and other obligations of the customer

The customer shall provide the following technical assistance at its own expense.

- 2.1 Provision of the qualified skilled workers such as crane operators, stackers, bricklayers, locksmiths, electricians, etc., as well as auxiliary workers required for the time of assembly or service work. The selection of these workers shall be made in agreement with BHS Intralogistics, whereby BHS Intralogistics shall be entitled to reject unsuitable personnel and to demand replacement by other workers. The Customer's employees shall follow the professional instructions of BHS personnel insofar as they are used to support the work of BHS Intralogistics. If damage is caused by the Customer's workforce, BHS Intralogistics shall be liable if the BHS personnel gave incorrect instructions to the workforce which were the cause of the damage. In the other cases of this Section 2.1, the Customer shall be liable in addition to its employees.
- 2.2 Provision of the necessary scaffolding and lifting equipment such as forklifts, cranes as well as lubricating, cleaning, and small materials, cutting circuit, compressed air, electricity.
- 2.3 Provision of suitable recreation, sanitary and work rooms for the storage of personal luggage, tools and equipment of BHS personnel. In the event of loss of or damage to the aforementioned items due to unsuitable locking facilities, the Customer shall ensure replacement at its own expense. Reference is made to paragraph 7. of the installation conditions.
- 2.4 Provision of all constructional services, in particular groundwork as well as the preparation of any required hardened foundations prior to the start of the installation work, if necessary.
- 2.5 The Customer warrants that all necessary measures for the protection of life and health of the BHS personnel, e.g., for the structural safety of their workplace and the observance of existing safety regulations, are taken or observed. When working abroad, the Customer shall, at the request of BHS Intralogistics, take and ensure the safety measures required by BHS Intralogistics to protect the workplace of BHS personnel.
- 2.6 If training events take place at the Customer's place of business, the Customer shall provide training rooms, technical aids and any operating capacity required for training on equipment free of charge.
- 2.7 If the Customer fails to comply with its obligations under Section 2, BHS Intralogistics shall be entitled, but not obligated, to perform such actions or have them performed at the Customer's expense or to discontinue the work until such obligations have been

fulfilled. A justified interruption shall constitute a default in acceptance on the part of the Customer.

3. Installation of third-party products

- 3.1. The Customer shall identify third-party products not obtained through BHS Intralogistics as third-party products to BHS Intralogistics, at the latest upon provision of the third-party products. BHS Intralogistics is not obliged to inspect the third-party products for material defects or suitability. In such cases, the liability of BHS Intralogistics shall be limited to its own work performance. In particular, any liability for indirect and consequential damage shall be excluded except in cases of intent or gross negligence on the part of BHS Intralogistics' employees.
- 3.2. If the Customer does not provide BHS Intralogistics with the reference to third-party products agreed in accordance with Section 3.1, BHS Intralogistics shall be entitled to estimate the additional expenses incurred directly or indirectly during service visits compared to the use of spare parts purchased from BHS or via BHS and to invoice the Customer at its list prices. The Customer is at liberty to prove that the estimated additional expenditure would also have been incurred in whole or in part with BHS spare parts or spare parts procured via BHS.

4. Transfer of risk and deadlines

In cases of force majeure within the meaning of Clause 6.4 of the Conditions of Sale of BHS Intralogistics or in the event of work interruptions within the meaning of Clause 2.7, the Customer shall extend any contractual deadlines of BHS Intralogistics to the extent necessary after the obstacle has been removed. Any additional costs incurred by BHS because of the delay shall be borne by the Customer.

5. Costs

To the extent given, BHS Intralogistics shall deliver items as specified in the contract or in the order confirmation and any attachments thereto. Assembly materials, e.g., for supply and discharge of water, wastewater, electricity, ventilation, noise protection, oil, etc., are not included in the scope of delivery of BHS Intralogistics and shall be procured by the Customer. If BHS Intralogistics is responsible for procuring these resources based on a special agreement, the resources shall be invoiced separately.

6. Work certificate

- 6.1 The BHS personnel shall submit the completed work (time sheets) to the customer or his representative for his representative for certification. After signature by the Customer, the time sheet shall be binding for both parties and shall be decisive for the calculation of the working hours by BHS Intralogistics.
- 6.2 If an acceptance inspection has been agreed, the Customer shall perform this acceptance shortly after notification of readiness for acceptance and, if necessary, sign it. Otherwise, the Customer shall inspect the work for completeness and freedom from defects immediately after completion and report any defects in writing.

7. Insurance

The customer is obliged to provide at his own expense for fire and theft insurance for the BHS-Intralogistics delivery items and the BHS Intralogistics assembly tools by taking out and furnishing



proof of appropriate insurance policies whose coverage level covers the value of the delivery items and the tools. After the passing of risk, BHS Intralogistics shall not assume any liability, irrespective of who is at fault for damage caused by fire or theft, unless there is intent or gross negligence on the part of bodies or employees of BHS Intralogistics.