

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

1. Scope

1.1 These Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions of Sale") shall apply to all contracts concluded between BHS Intralogistics GmbH, Rosenhofer Straße 11, D-93073 Neutraubling (hereinafter referred to as "BHS" or "BHS Intralogistics") and a customer (hereinafter referred to as "Customer").

If, contrary to the reference to the applicability of the terms and conditions of sale in the BHS Intralogistics offer, the customer should have referred to his own terms and conditions of contract when placing the order, which were not individually agreed with BHS Intralogistics, and subsequently accepts services from BHS Intralogistics without objection, although the applicability of the terms and conditions of sale was again pointed out by BHS Intralogistics in the following order confirmation, the customer implicitly declares his consent to the inclusion of the sales terms and conditions in the contract. This does not apply if the customer objects in writing to the inclusion of the terms and conditions of sale immediately after receipt of the first partial delivery of contractual items.

1.2 In the case of future contracts between BHS Intralogistics and the customer for the delivery of machinery and equipment, the terms and conditions of sale once included shall apply in the current version even without further express reference to them. BHS Intralogistics is entitled to update the terms and conditions of sale in the future. In the case of future contracts for machinery and equipment, the version of the terms and conditions of sale posted at www.bhs-intralogistics.de at the time of the respective conclusion of the contract shall apply.

1.3 The terms and conditions in an order confirmation from BHS Intralogistics or in a written offer from BHS Intralogistics accepted by the customer or in a supplementary written agreement between the customer and BHS Intralogistics take precedence over these terms and conditions of sale. In all other respects, deviations and additions must be made in writing for each individual contract. This also applies to a waiver of the written form requirement itself intended in individual cases.

2. Conclusion

Offers made by BHS Intralogistics are binding and subject to change. A contract is only concluded with the written order confirmation from BHS Intralogistics or with the conclusion of a written contract (hereinafter collectively referred to as "contract"). Section 172 [2] of the German Civil Code (BGB) [telecommunications transmission and correspondence] shall apply.

3. Object of agreement

3.1 BHS Intralogistics undertakes to deliver the delivery items described in detail in the order confirmation and any attachments thereto or in a written contract (hereinafter referred to as "delivery item"). If the customer orders a few individual delivery items, the order confirmation refers to the delivery of the individual items. The agreement on the delivery of a group of goods requires an express written agreement or a corresponding declaration in the

offer of BHS Intralogistics to be legally regarded as a uniform contract. If an intralogistics transport system is the subject of a contract, it is a uniform delivery item.

3.2 The customer shall inform BHS Intralogistics in writing of any statutory or other occupational safety regulations applicable at the installation site or other regulations binding on a machine manufacturer as well as of technical specifications for the manufacture, delivery, assembly and operation of a machine or system at its intended installation location at the latest upon conclusion of the contract or when the order is placed.

3.3 BHS Intralogistics is entitled to make technical and design deviations from descriptions and information on the delivery item in the contract as well as design and material changes, provided that the deviation is reasonable for the customer and the contractual performance specifications are fulfilled.

3.4 Insofar as BHS Intralogistics software is installed on the customer's IT system, BHS Intralogistics shall grant the customer a simple, non-transferable and limited to the respective system on which it was installed by BHS Intralogistics in the event of a sale of the delivery object on a permanent basis and in the event of any other transfer of the subject matter of the contract for the duration of the respective contract period, limited right of use to the software in object code. The customer is not entitled to make changes or additions to the software. BHS Intralogistics reserves the right to make changes and additions to the software during the term of the contract, provided that these do not impair the existing system, in particular interfaces to the customer. The customer has no right to decompile or otherwise reverse engineer the software, unless BHS Intralogistics does not succeed within a reasonable period of time, despite several attempts, in eliminating defects in the software that have occurred, which impede the course of operations not only insignificantly, or in providing a possibility of circumvention. The software in the source code is not the subject of any granting or transfer of rights to or to the customer.

3.5 BHS Intralogistics is entitled to commission subcontractors or subcontractors insofar as they are contractually included in the mutual confidentiality obligation between the customer and BHS Intralogistics in writing by BHS Intralogistics.

3.6 Insofar as BHS Intralogistics provides a VSE computer (VSE = Virtual Service Engineer) or other computer for the remote services, which remains the property of BHS Intralogistics, at the customer's place of operation, the customer has no right of use or access to the software installed on this VSE computer(s) or computer(s) of BHS Intralogistics.

3.7 The programs and data on VSE computer(s) or another computer owned by BHS Intralogistics, illustrations, drawings, calculations, computer programs, data and databases that the customer can access, e.g. via the iCorr® platform of BHS Intralogistics, models, tools, offer documents and other objects and technical or commercial know-how, collectively referred to as "BHS Intralogistics Information", BHS Intralogistics reserves all property rights, copyrights and other industrial property rights as well as the protection of trade and business secrets. They may not be made available to third parties for inspection, a copy or as made available by BHS Intralogistics without the express written consent of BHS Intralogistics, cf. Section 12 of the Terms and

- Conditions of Sale. BHS Intralogistics information may only be used by the customer in connection with the examination of the BHS Intralogistics offer as well as on the occasion of a subsequent fulfillment of earnings and the contractual use of the delivery items. BHS Intralogistics information must be kept secret from third parties and, to the extent necessary for this purpose, protected against unauthorized access to the customer, internally or by third parties, organizationally and technically by means of passwords, etc. to protect.
- 3.8 Machines, tools, computers or other objects as well as data and data evaluations from or by BHS Intralogistics, which are located at the customer's premises or to which the customer has access through or via BHS Intralogistics, must be carefully stored by the customer, provided that the items are owned by BHS Intralogistics or are to be protected by the customer by means of technical and organizational access regulations, that no unauthorized persons can access it. Any losses, damage or unauthorized access must be reported to BHS Intralogistics immediately. Within his area of responsibility, the customer shall be liable regardless of fault for damage and loss of the computer(s) provided to him on loan or for rental as well as the machines, tools or other objects owned by BHS Intralogistics and in the event of unauthorized access to the VSE computer(s) or other computer(s) owned by BHS Intralogistics as well as to data and data evaluations of BHS Intralogistics, e.g. on the iCorr® platform of BHS Intralogistics and in the event of a breach of confidentiality of the BHS Intralogistics information specified in Section 3.7 above.
- 3.9 By concluding the purchase contract, the customer and BHS Intralogistics agree that BHS Intralogistics may collect, process, transfer data to its own computers and use it for an unlimited period on the occasion of the provision of remote services at the customer's premises and for BHS Intralogistics' own operational purposes, to the extent limited by Section 12 "Confidentiality" (below).
- 3.10 The customer shall ensure that the machines or the system for which he has also placed an order for remote services of BHS Intralogistics are used in accordance with the operating manuals and that the customer himself or third parties do not make any changes, additions, or interventions to or in the machines/system without BHS Intralogistics being informed of this in advance.
- 3.11 The customer shall inform BHS Intralogistics immediately of any malfunctions in machines or systems. Together with the fault report, the customer should provide precise information on where the fault occurred and BHS Intralogistics should provide the customer with the support required by the customer for rapid fault analysis, including remote diagnosis, free of charge. Required technical documents as well as proof of repair and maintenance shall be provided by the customer at the installation site of the machine/system or scanned by e-mail.
- 3.12 The customer shall grant employees of BHS Intralogistics or commissioned third parties unhindered access to the machine/system for the fulfilment of their contractual services and, if necessary, provide BHS Intralogistics with the support requested by BHS Intralogistics in carrying out the work, see section 7.
4. **Newsletter/Privacy Policy**
- 4.1 BHS Intralogistics informs its customers about products and services of BHS Intralogistics as well as about company activities and newsletters. If you, as a customer of BHS Intralogistics, do not wish to receive any further advertising or product and service information from BHS Intralogistics, please let us know at the following address:
lifecycle@bhs-world.com
- 4.2 The collection, storage, transmission, and use of data at the customer's premises on the occasion of the remote services of BHS Intralogistics is carried out in particular by means of sensors on the machine/system in question as well as by input from the operating personnel during operation of the machine/system. Production and machine data are collected.
- 4.3 Insofar as data is also collected that has a personal reference either for BHS Intralogistics and/or the customer, the contracting parties shall conclude a separate agreement to ensure data protection.
5. **Terms of payment**
- 5.1 The prices stated in the contract are fixed prices, unless otherwise agreed. The price quotations consider a provision ex works without VAT as well as without delivery costs such as packaging, freight costs, insurance, customs duties or other state-required levy on the occasion of a delivery to the customer, which have an economic effect such as customs duties, assembly, etc. a sales tax will be additionally invoiced at the respective statutory rate.
- 5.2 Invoices from BHS Intralogistics must be transferred by the customer to one of the specified bank details of BHS Intralogistics within 30 days of the invoice date, without deduction of unagreed discounts. Payment dates listed in the contract are binding and take precedence over the above payment period.
- 5.3 Unless otherwise agreed, the purchase price shall be paid in accordance with the following payment schedule:
- 40 % down payment is due within 30 days after date of order confirmation/contract conclusion;
 - 30 % interim payment is due 3 months before delivery of the contractual items;
 - 20 % interim payment is due upon notification that the contractual items are ready for shipment or upon transfer of risk;
 - 5 % interim payment is due immediately after signing the commissioning protocol, i.e. at the start of the transport system, but in no case later than 90 days after delivery and transfer of risk of the contractual items;
 - 5 % final payment after successful handover and acceptance; in each case against invoice.
- 5.4 The prices of BHS Intralogistics are based on the respective cost factors of production and purchasing in the German mechanical engineering industry at the time of conclusion of the contract; If the costs up to delivery are changed for reasons for which BHS Intralogistics is not responsible, BHS Intralogistics reserves the right to increase prices to the extent of the cost increase since conclusion of the contract, insofar as there are more than 6 months between the placing of the order and a first partial delivery or delivery.
- 5.5 All claims of BHS Intralogistics that have already arisen but are not yet due shall become due immediately, regardless of the term of any bills of exchange accepted and credited or deferrals granted, if the customer does not comply with the applicable contractual terms of payment or BHS Intralogistics becomes aware of circumstances that are likely to reduce the customer's creditworthiness. Furthermore, in such a case, BHS Intralogistics is entitled to carry out outstanding deliveries only against advance payment or against a prior security deposit. Any legal claims that may arise remain unaffected.
- 5.6 If the customer is in default of payments or acceptance or acceptance within the scope of his business relationship with BHS Intralogistics, BHS Intralogistics shall be entitled to temporarily store the delivery items at the customer's expense and risk. In these cases, the total amount of the contract price shall be due for payment in deviation from other contractually agreed terms of

payment with the unsuccessful expiry of a reasonable grace period.

6. Dates / Terms of delivery

- 6.1 Deliveries within Germany are made "ex works", property boundary BHS Intralogistics or subcontractor. The risk of accidental loss shall pass to the customer upon commencement of loading of the delivery items made available for collection by BHS Intralogistics. For deliveries abroad, the Ex Works-terms of delivery (Incoterms 2020) apply accordingly. The packaging material is not part of the delivery item of BHS Intralogistics and must be returned to BHS Intralogistics free of charge by the customer at the request of BHS Intralogistics and, if not, disposed of at his own expense.
- 6.2 BHS Intralogistics is entitled to render partial services if the type of delivery item permits.
- 6.3 The delivery times are always to be regarded as approximate unless they are agreed in writing as a fixed date. Unless otherwise stipulated in the contract, the delivery period shall commence on the day of the date of the order confirmation by BHS Intralogistics or the signing of the contract by both parties and shall not end before the necessary clarification of all execution details necessary for a delivery by the customer and the other contractual obligations to be fulfilled by the customer on the occasion of delivery, in each case plus a reasonable time in the individual case for BHS Intralogistics. A contractual deadline for delivery shall be deemed to have been complied with if BHS Intralogistics reports readiness for dispatch in good time, but the customer does not cooperate, does not cooperate sufficiently or does so with a delay.
- 6.4 In cases of force majeure, in particular in the event of a state-declared pandemic that has a specific impact on the performance of the contract by BHS Intralogistics or in the event of operational disruptions, industrial disputes, civil unrest, subcontractor default for which BHS Intralogistics is not responsible, as well as in the event of significant legal or administrative measures, such as punitive tariffs of more than 10% or significant non-tariff trade restrictions such as approval requirements, In the event of changes to delivery items that increase BHS Intralogistics' own costs for the delivery item in question by more than 10% or in the event of other unavoidable events for BHS Intralogistics that were not yet known at the time of the conclusion of the contract or the order confirmation, BHS Intralogistics shall be entitled to postpone either the delivery for the duration of the hindrance or a reasonable restart time in the individual case or to withdraw from the contract in the event of unreasonableness of the performance of the contract for BHS Intralogistics.
- 6.5 If BHS Intralogistics carries out the assembly, the assembly conditions that are attached and/or can be obtained from BHS Intralogistics at any time by phone, fax or e-mail shall apply in addition, see www.bhs-intralogistics.com
- 6.6 If a technical acceptance is desired, its conditions must be determined at the latest when the contract is concluded. The mutual costs of acceptance shall be borne by the customer. The provisions on acceptance in § 640 BGB (in force since 01.01.2018) apply with the proviso that a right to refuse acceptance within the meaning of § 640 para. 1 BGB presupposes the existence of a material defect and for a non-occurrence of the fiction of acceptance in § 640 para. 2 BGB the specification of a material defect is required for a refusal of acceptance and the material defect exists. The agreement of an acceptance does not qualify the contract as a contract for work and services.

7. On-site obligations of the customer for installations

- 7.1 BHS Intralogistics undertakes to carry out installation work to the extent described in the contract. Unless expressly mentioned therein, the customer is obliged to provide such equipment or to carry out work that becomes necessary on the part of the customer in connection with the installation, in particular to install network solutions or their own installation circuits for computer connections, to carry out masonry and chiseling work, to lay suitable industrial floors and to create stationary Safety devices, modifications to existing buildings or facilities, as well as fire or noise protection measures.
- 7.2 For assembly, the necessary hoists with personnel for unloading, transport on the company premises and subsequent assembly must be provided free of charge by the customer himself. Functionalities or buildings must be erected by the customer by the time of delivery to such an extent that assembly can begin immediately. If the installation or commissioning is delayed without a breach of duty on the part of BHS Intralogistics, the customer shall bear the additional costs incurred by BHS Intralogistics as a result, including the additional costs for the provision of personnel.
- 7.3 If assembly work is to be carried out at the customer's request outside the normal working hours of BHS Intralogistics, the overtime as well as Sunday and public holiday surcharges will be invoiced by BHS in addition to the contract price in accordance with the applicable prices, see BHS Intralogistics Assembly Conditions.

8. Special conditions of sale for used equipment

- 8.1 If the customer acquires a system or machine from BHS Intralogistics which, as agreed, is partly made up of new and partly used components or consists only of used components, BHS Intralogistics shall assume a warranty for the new components in accordance with Section 9 of the Sales regulations Conditions. A warranty is excluded for the used parts of the system unless an agreement has been concluded in accordance with Section 8.2 of the Terms and Conditions of Sale.
- 8.2 If BHS Intralogistics undertakes to deliver used equipment or used parts of a system in whole or in part, there shall only be a claim for warranty for the used components if BHS Intralogistics has expressly undertaken to check the used equipment or parts for their functionality and, if necessary, to repair them or if necessary or if BHS Intralogistics expressly agrees to a general overhaul in the contract. has obliged. If only a functional check and, if necessary, repair has been agreed, but not a general overhaul, BHS Intralogistics shall provide a six-month warranty from the date of delivery, which relates exclusively to the fact that the used equipment and parts in question are functional at the time of delivery. If a defect occurs after delivery that can be traced back to its status as a used device or part (e.g. wear and tear, age), there is no warranty for this. For defects in refurbished used equipment or systems, BHS Intralogistics grants a six-month warranty from delivery. Sections 9.2 – 9.11 shall apply mutatis mutandis insofar as a warranty is assumed by BHS Intralogistics. Any claims arising from a breach of contractual ancillary obligations, § 241 para. 2 BGB, which arise in connection with a defect, shall become statute-barred within the same 6-month period from delivery as contractual warranty claims.
- 8.3 If a used device or part is to be delivered in accordance with the terms of the contract and is to be repaired or overhauled beforehand, it may be necessary in the event of a far-reaching repair or a general overhaul that a new operating manual for the operation of the system must be drawn up by BHS Intralogistics for the overhauled system. This causes considerable additional

costs, which are not part of the price calculation. In such cases, the customer undertakes vis-à-vis BHS Intralogistics to draw up an operating manual himself that complies with the legal requirements for the operation of the plant or machine at the installation site. BHS Intralogistics will inform the customer of this again in writing upon delivery. Should a claim be made against BHS Intralogistics by third parties for damages due to the absence or in connection with the lack of operating instructions, the customer shall indemnify BHS Intralogistics on first request against all claims resulting therefrom, including any costs of legal defense that may become necessary.

8.4 In all other respects, the other clauses of these Terms and Conditions of Sale shall apply unless otherwise stipulated in this clause

9. Claims for defects (warranty)

9.1 The warranty period is 12 months from the transfer of risk or, in the event of default of acceptance by the customer, from notification of readiness for delivery. Any claims arising from a breach of contractual ancillary obligations, § 241 para. 2 BGB, which arise in connection with a defect, shall become statute-barred within the same 1-year period from the transfer of risk as contractual warranty claims. If a claim for defects is based on intent, fraudulent intent or gross negligence on the part of BHS Intralogistics or its organs or vicarious agents, or if the life, limb or health of a person is injured, the following shall apply to claims under Section 9.1, p. 1 and 2, the statutory limitation period of 2 (two) years. The limitation periods for tortious claims remain unaffected by this clause 9.1.

9.2 In the event of an agreement on technical acceptance, this shall not affect the commencement of the warranty period in accordance with Section 9.1. BHS Intralogistics and the customer shall check the delivery item(s) for their conformity with the contract within one week of notification of readiness for acceptance by BHS Intralogistics and then sign the acceptance protocol to be produced in each case. In the event of defects or deviations found which insignificantly restrict the operability of the delivery item(s) in comparison to what is agreed in the individual case, to the contractually assumed or normal use, the customer shall include them in an error protocol for acceptance and subordinate the acceptance protocol. To write. If the customer does not cooperate with the acceptance or does not cooperate in accordance with the contract, the delivery item(s) shall be deemed to have been accepted four weeks after notification of readiness for acceptance, insofar as BHS Intralogistics has pointed out this consequence in the notification of readiness for acceptance. If the customer is able to refuse acceptance, BHS Intralogistics is entitled to notify a renewed readiness for acceptance after the defect has been rectified (establishment of conformity with the contract). If partial deliveries are justified, the customer shall also accept the partial services.

9.3 If no acceptance is agreed, the customer shall immediately inspect the delivery items for any defects and deviations from the contractual delivery item and, if necessary, notify BHS Intralogistics in writing. In the event of hidden defects or deviations, the same shall apply from the first discovery by the customer.

9.4 BHS Intralogistics warrants that, at the time of the transfer of risk, the delivery items have the quality agreed in the contract and, unless stipulated therein, that they are suitable for the use assumed under the contract and otherwise that they are suitable for the normal use that is customary for items of the same type and that the According to the nature of the item (hereinafter referred to as "warranty"). BHS Intralogistics guarantees and is

only liable for such information on the quality of the delivery items that have become part of the contract or that are part of advertising brochures of BHS Intralogistics. However, this does not apply to general advertising in advertisements, at trade fairs or in other advertising carriers, unless the customer has expressly informed BHS Intralogistics of the intended binding nature of such a general statement as part of the contract before the conclusion of the contract without BHS Intralogistics having objected.

9.5 BHS Intralogistics shall provide the same warranty for the parts replaced during the warranty period as for the services to be provided in accordance with the order. However, the warranty ends at the latest after 18 months (in the case of electrically overhauled items: after 12 months) from the transfer of risk at the time of first delivery of the part. Section 9.1 sentence 3 shall also apply here.

9.6 Within the warranty period, BHS Intralogistics shall remedy any defects that can be proven to have existed at the time of the transfer of risk free of charge by means of a replacement delivery or rectification at the discretion of BHS Intralogistics. If a replacement delivery or rectification repeatedly fails due to the same defect, BHS Intralogistics unjustifiably and definitively refuses a replacement delivery or rectification, or if subsequent performance is unreasonable for the customer, the customer may, after setting a reasonable deadline, either declare a reduction in the price or withdraw from the contract, under threat of the intended legal consequence.

9.7 On the occasion of warranty work, the customer BHS Intralogistics will provide personnel and, in particular, lifting tools free of charge to the required extent in a timely and appropriate manner. Any packaging and shipping costs incurred for a return of a defective part will be reimbursed to the customer against proof and invoice. In the event of replacement, ownership shall automatically pass from the customer to BHS Intralogistics upon removal of the replacement part from the machine or system, as well as vice versa from BHS Intralogistics to the customer upon installation of the replacement part subject to retention of title, which is regulated in Section 11. At the request of BHS Intralogistics, the customer will return removed parts to BHS Intralogistics.

9.8 A claim by the customer for reimbursement of the required expenses for the removal, installation or attachment of the repaired or delivered defect-free items presupposes that BHS Intralogistics has not carried out the aforementioned work or has not carried it out properly despite the customer's written request and that the contractual object has been installed by the customer for the purpose of use or attached to another item or, conversely, another item has been combined with the subject matter of the contract of which BHS Intralogistics had positive knowledge at the time of conclusion of the contract. This applies in particular to the connection of other machines or devices to the subject matter of the contract, the connection with third-party software, with third-party sensors and with external data that may have an influence on the operation of the subject matter of the contract.

9.9 If the customer refuses to cooperate or rectify the defect or refuses to accept subsequent performance, the further payment shall lapse.

9.10 In the event of a defect or error, liability for damages shall lapse if slight or simple negligence has led to the damage. This limitation of liability does not apply in the event of a breach of a guarantee or of life, limb and health.

9.11 The warranty does not apply to defects caused by wear and tear, faulty or negligent use, excessive stress, unsuitable equipment or materials or by use by the customer that deviates from the contractually stipulated operating conditions. This also applies to defects caused by an unsuitable installation site or a circumstance that was unforeseeable for BHS Intralogistics at the

time of conclusion of the contract. This shall not affect the customer's claim to payment if the customer proves a defect that existed at the time of the transfer of risk despite the restrictions in clause 9.11, sentences 1 and 2.

- 9.12 Data or characteristics of the purchased item shall not be deemed to be guaranteed properties, unless such a guarantee has been expressly agreed with BHS Intralogistics in writing or declared in writing by BHS Intralogistics.
- 9.13 BHS Intralogistics may withhold the right to remedy defects as long as the buyer fails to meet its due payment and cooperation obligations.
- 9.14 If BHS Intralogistics sells the subject matter of the contract to the customer within a supply chain and the customer resells the subject matter of the contract himself, the customer undertakes to involve BHS Intralogistics in the rectification of the contract in the event of a claim due to a defect in the subject matter of the contract. A right of the customer vis-à-vis BHS Intralogistics for reduction, withdrawal and/or a claim for damages arising from a defect presupposes that BHS Intralogistics had the opportunity to remedy the defect or to make a replacement delivery. This also applies to the reimbursable of expenses on the occasion of a rectification. Section 9.8 above shall apply accordingly.
- 9.15 If BHS Intralogistics has fraudulently concealed a defect or has concluded a supplementary warranty agreement with the customer, the limitations of the statutory claims for defects in the above sections 9.1, 9.5, 9.6 and 9.10 shall not apply. Instead, the statutory provisions on defects apply.

10. Liability

- 10.1 BHS Intralogistics, its organs and vicarious agents shall be liable in the event of a culpable breach of contractual obligations, of culpable pre-contractual or ancillary contractual obligations, in the event of tort and for other legal reasons not separately regulated in these Terms and Conditions of Sale, limited to cases of intent, fraudulent intent and gross negligence.
- 10.2 In the event of impossibility, inability or culpable breach of another essential contractual obligation, BHS Intralogistics shall only be liable to the exclusion of cases of slight negligence. Essential contractual obligations are those which are in a reciprocal relationship and the violation of which jeopardizes the achievement of the purpose of the contract and the fulfillment of which is essential for the proper execution of the contract and on the fulfillment of which the customer therefore relies on and may rely. In the event of gross and simple negligence, BHS Intralogistics' liability shall only be limited for such damages which BHS Intralogistics could have foreseen at the time of conclusion of the contract as a possible consequence of a breach of essential contractual obligations if the diligence of a prudent businessman had been applied.
- 10.3 The provisions on liability for damages in the event of defects in Section 9.10 of these Terms and Conditions of Sale are set out in Sections 1,0.1 and 10 above.2 before.
- 10.4 The limitations of liability do not apply in the event of liability under the Product Liability Act and in the event of liability for injury to life, limb or health.

11. Ownership

- 11.1 Ownership of the delivery item or items shall not pass to the customer until all claims of BHS Intralogistics arising from and in connection with the relevant contract have been fulfilled.
- 11.2 BHS Intralogistics is entitled to assert a claim for surrender if the customer is in default with the payment of the full or partial purchase price and/or if, after conclusion of the contract, it becomes apparent that claims of BHS Intralogistics for

consideration are jeopardized by a lack of ability to pay on the part of the customer, insofar as BHS Intralogistics has announced the assertion of the claim for surrender in writing and a settlement of the due As a result, the claim has not been made within a reasonable period of time.

- 11.3 The customer is obliged to immediately grant BHS Intralogistics direct possession of the delivery items. Upon conclusion of the contract, the customer irrevocably undertakes to allow BHS Intralogistics to enter the company premises for the purpose of taking possession.
- 11.4 As long as ownership of the delivery items has not passed to the customer, the customer is obliged to adequately insure the delivery items against fire and other possible risks and to have them identified in the BHS Intralogistics policy as the sole beneficiary. The policy is to be forwarded to BHS Intralogistics. In the event of a claim, BHS Intralogistics decides on the use of the insurance benefit.
- 11.5 If the retention of title or the assignment is not effective in rem under the national law within the scope of application of which the goods are located, the possible security of the contractual claims of BHS Intralogistics with the customer corresponding to the retention of title and the assignment in this legal system shall be deemed to have been agreed. The customer undertakes to cooperate in the creation of such securities. Any costs incurred as a result will be reimbursed to BHS Intralogistics by the customer.
- 11.6 A pledging or transfer by way of security of the reserved goods is not permitted. BHS Intralogistics must be notified immediately of seizures stating the attachment creditor.

12. Confidentiality

- 12.1 BHS Intralogistics information, cf. sections 3.7 and 3.8 of these Terms and Conditions of Sale, as well as all other information provided by BHS Intralogistics, may not be made accessible to third parties unless it is recognizably intended for other persons than the customer, unless this is necessary within the scope of the intended use of the delivery items at the customer's premises. "Third parties" within the meaning of this clause are natural or legal persons who are not organs or employees of the customer as well as such contractors of the customer who have not undertaken in writing to comply with the confidentiality regulations in clauses 3.7 and 3.8 as well as clause 12 of these Terms and Conditions of Sale vis-à-vis the customer.
- 12.2 In the event of a breach of this confidentiality obligation by a person attributable to the customer (organ, employee and/or contractor), the customer undertakes to pay a penalty, subject to further claims for damages in the amount of 10,000 euros per infringing act. Upon request, the customer shall provide complete information about the manner in which the BHS Intralogistics information is used, in particular also to a contractor of the customer who violates this confidentiality obligation.
- 12.3 BHS Intralogistics undertakes vis-à-vis the customer not to pass on to third parties all data (personal and machine and production data) of which it becomes aware during the customer's remote services. The same applies to the evaluation of data for the customer.
- 12.4 BHS Intralogistics may use the customer's data, to which it gains access via the Remote Services, for its own operational purposes within the limits of Section 12.3 above. Insofar as this is also personal data, the note on data protection in section 4.3 applies to personal data.

13. (Re-) Export; Embargo

- 13.1 Both contracting parties shall ensure that, on the occasion of the conclusion and execution of a contract covered by these Terms and Conditions of Sale, they comply with the laws and regulations concerning them concerning (re-)export with regard to the delivery items or parts thereof in Germany, in the EU and in the country of the place of business or the place of installation for the delivery item and, if applicable, a third country. "Third country" within the meaning of this obligation is a country of origin of delivery items, which in turn may impose binding export regulations on the customer or BHS Intralogistics for the delivery item or parts thereof, such as the US Commerce Directory List.
- 13.2 The same applies to state embargo regulations that affect the subject matter of the supply or parts thereof.
- 13.3 If BHS Intralogistics is unable to deliver for these reasons, this shall be deemed to be a case of "force majeure" to which Section 6.4 of these Terms and Conditions of Sale shall apply.
- 13.4 Should the customer violate the above obligation, BHS Intralogistics shall have a contractual claim against the customer to be fully indemnified against any claims by third parties due to this breach of contractual obligation(s) and to be reimbursed for the costs of the necessary legal defense by BHS Intralogistics.

14. Other

- 14.1 The contracting parties are not entitled to transfer the contract as such or to assign individual rights therefrom to third parties without the prior written consent of the other partner.
- 14.2 The customer is only entitled to declare a set-off against BHS Intralogistics or to assert a right of retention, including a commercial right of retention, if the corresponding claim is undisputed or has been legally established by a court of law or if there is a gross breach of contract by BHS Intralogistics.
- 14.3 Should one of the above provisions be or become invalid, this shall not affect the validity of the remainder of the contract. The partners shall replace an invalid provision with one that comes as close as possible to the economic purpose pursued. The same applies in the event of a loophole.
- 14.4 The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). In the event of contradictions between the German and a foreign-language version of the contract, the German language version shall take precedence in case of doubt.
- 14.5 The place of performance for payment claims of BHS Intralogistics arising from this contract is at the registered office of BHS Intralogistics, see section 1.1. The place of jurisdiction for all legal disputes arising from or in connection with this contract in the case of legal proceedings against customers is, at the discretion of BHS Intralogistics, the registered office of BHS Intralogistics, see section 1.1, or another legal place of jurisdiction and, in the event of legal proceedings brought by the customer against BHS Intralogistics, the place of business, see section 1.1. This agreement on the place of jurisdiction shall only apply to merchants within the meaning of commercial law.