

Terms & Conditions of Service and Spare Parts BHS Intralogistics GmbH (Version: 03/05/2024)

1. Scope of application

1.1 These Service and Spare Parts Terms and Conditions (hereinafter "Service and Spare Parts Terms and Conditions") of BHS Intralogistics GmbH, Rosenhofer Straße 11, D-93073 Neutraubling (hereinafter "BHS" or "BHS Intralogistics") apply to all contracts with customers.

- for the supply of spare and wear parts
- for repair, maintenance and service work
- for remote services and
- services for training and education.

The indents 2 to 4 above are also collectively referred to as "Services".

If the customer, when placing an order, contrary to the reference to the applicability of these Service and Spare Parts Terms and Conditions, refers to its own contractual terms and conditions which have not been individually agreed with BHS Intralogistics, and subsequently accepts services from BHS Intralogistics without objection, even though the order confirmation from BHS Intralogistics does not contain a reference to the applicability of these Service and Spare Parts Terms and Conditions. The order confirmation from BHS Intralogistics again refers to the applicability of the Service and Spare Parts Terms and Conditions, the customer declares. By accepting the first service, the customer implicitly agrees to the applicability of the Service and Spare Parts Terms and Conditions. This shall not apply if the customer objects at once after the first receipt of spare parts or after the first announcement of a maintenance, repair or other service appointment or with the start of remote services by BHS Intralogistics employees and returns the parts or rejects the work/services.

1.2 In the case of future contracts with the customer for the supply of spare parts, repair, maintenance and other services, the conclusion of a maintenance contract or a contract for education and training, these Service and Spare Parts Terms and Conditions, once included, shall apply in their current version at www.bhs-intralogistics.de even without further express reference to them. BHS Intralogistics is entitled to update the Service and Spare Parts Terms and Conditions in the future.

1.3 Deviations and additions must be made in writing for each individual contract. This shall also apply to any waiver of the written form requirement in individual cases. § Section 127 (2) BGB (telecommunication and correspondence) shall apply.

1.4 For assembly, repair, maintenance and service assignments, the BHS Intralogistics Terms and Conditions of Assembly and the Annex to the Terms and Conditions of Assembly shall apply in addition, which can be called up at any time by telephone, fax or e-mail from BHS Intralogistics, see also www.bhs-intralogistics.com.

2 Conclusion of contract

2.1 Offers from BHS Intralogistics are non-binding and subject to change. A contract is only concluded with the written order confirmation from BHS Intralogistics, with the conclusion of a written contract or tacitly with the dispatch of the goods contract or tacitly with the dispatch of the ordered parts or with the

provision of the service (hereinafter jointly referred to as "contract").

2.2 Catalog or online orders require an order confirmation by BHS Intralogistics in order to conclude a contract. If BHS Intralogistics discovers or decides that an error has been made in the catalog or online store with regard to information on the product, price or availability, BHS Intralogistics shall inform the customer immediately. The customer may confirm the order on the amended terms. Otherwise, BHS Intralogistics shall be entitled to withdraw from the contract in the case of catalog orders or, in the case of online orders, no contract shall have been concluded in the absence of acceptance of the order.

2.3 In the case of online orders, BHS Intralogistics shall at once confirm receipt of the order online. This confirmation of receipt is not an order confirmation within the meaning of clause 2.2.

3 Subject matter of the contract

3.1 BHS Intralogistics undertakes, insofar as agreed in the order confirmation and any attachments thereto or agreed in writing in a contract:

- to supply spare and wear parts or other delivery items such as tools;
- to provide personnel, tools and necessary travel to the installation site of machines and/or systems;
- to provide repair, maintenance and other services within the scope of maintenance contracts to the extent that BHS Intralogistics has undertaken in the respective maintenance contract; and has undertaken in the respective maintenance contract;
- to the remote services commissioned by the customer
- as well as training and education of the customer's employees. These services of BHS Intralogistics require sufficient professional qualifications on the part of the customer's employees and, if necessary, a good command of English.

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

3.3 Type and scope of contractual services by BHS Intralogistics:

- Unless otherwise agreed in the individual contract, BHS Intralogistics shall provide its services on working days (those at the place of business of BHS Intralogistics) Monday to Friday between 8:00 a.m. and 6:00 p.m.
- Depending on the type of contract with the customer, arrival and departure times as well as travel and accommodation costs are covered by the contractually agreed fee or are to be paid by the customer, see supplementary Appendix Assembly Conditions.

The scope of services does not include work on power supply lines, rectification of faults in the telephone or data transmission network or in the customer's telephone system or computers.

3.4 As far as BHS Intralogistics software is installed on the customer's IT system, BHS Intralogistics shall grant the customer the right to

- use the software in the event of a sale of the delivery item. of the object of the contract for the duration of the respective contract term, BHS Intralogistics shall grant the customer a simple, non-transferable right to use the software in object code, limited to the respective system on which it was installed by BHS Intralogistics. 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 software during the term of the contract, if these do not impair the existing system, in particular interfaces to the customer. The customer has no right to decompilation or other reverse engineering of the software unless BHS Intralogistics is unable, despite repeated attempts within a reasonable period, to eliminate defects in the software which do not only insignificantly hinder operations or to provide a workaround. to supply a workaround. The software in the source code is not the subject of a grant or transfer of rights to or to the customer.
- 3.5 BHS Intralogistics shall be entitled to commission sub-suppliers or subcontractors as far as these are contractually included by BHS Intralogistics in the mutual confidentiality obligation between the customer and BHS Intralogistics in writing.
- 3.6 If 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 operating site of the customer's machines, the customer shall have no right of use or access to the software installed on this/these VSE computer(s) or computer(s) of BHS Intralogistics.
- 3.7 The customer shall not have any rights to the programs and data on VSE computer(s) or any other computer owned by BHS Intralogistics, to illustrations, drawings, calculations, computer programs, data and databases which the customer can access, e.g. via the iCorr® platform of BHS Intralogistics, to models, tools, offer documents and other items and to technical or other objects. Other items and to technical or commercial expertise, 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. And business secrets. They may not be made available to third parties for inspection, copied or made accessible as provided by BHS Intralogistics without the express written consent of BHS Intralogistics. clause 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 and on the occasion of the subsequent fulfillment of the contract and the use of the delivery items in accordance with the contract. Third parties BHS Intralogistics information must be kept secret from third parties and protected to the extent necessary against unauthorized access by the customer internally or by third parties. or by third parties by organizational and technical means such as passwords etc.
- 3.8 Machines, tools, computers or other objects as well as data and data evaluations from or by BHS Intralogistics that are located on the customer's premises or to which the customer has access through or via BHS Intralogistics shall be stored carefully by the customer, provided that the objects are the property of BHS Intralogistics. BHS Intralogistics, shall be stored carefully by the customer, supplied the items are the property of BHS Intralogistics, or shall be protected by the customer by means of technical and organizational access regulations in such a way that no unauthorized persons can gain access to them. Any loss, damage or unauthorized access must be reported to BHS Intralogistics must be reported to BHS Intralogistics at once. The customer shall be liable, irrespective of fault, for damage to and loss of the computer(s) loaned or rented to him as well as the machines, tools or other items 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. 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 aforementioned BHS Intralogistics information referred to 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 to its own computers and use for an unlimited period of time data (machine and production data) in connection with the provision of Remote Services to the customer and for BHS Intralogistics' own operational purposes, to the extent limited by clause 12 "Confidentiality" (below).
- 3.10 The customer shall ensure that the machines or the system for which it has also placed an order for remote services from BHS Intralogistics are used in accordance with the operating manuals and that the customer itself or third parties do not make any changes, additions or interventions to or in the machines/the system, without informing BHS Intralogistics in advance.
- 3.11 As far as BHS Intralogistics promises 24/7 availability as part of its remote services, this shall be subject to the condition that the availability of BHS Intralogistics is not compromised. of BHS Intralogistics is not impeded by force majeure or by disruptions to the electricity, telecommunications, server and/or cloud connection in responsibility of third parties (including BHS Intralogistics' own contractors). In case of an interruption due to force majeure, the duration of the exception to the contractually agreed availability of BHS Intralogistics shall include the duration of the interruption itself as well as a reasonable time for the resumption of the agreed deliveries and services in the individual case.
- 3.12 The customer shall ensure that the machines and systems for which BHS Intralogistics is to supply maintenance or other services are not removed from their location or modified or otherwise managed or used improperly or exposed to unfavorable environmental conditions. The customer shall ensure that the operation of machines and machines and systems are always operated in accordance with the relevant operating manuals. From BHS Intralogistics or another manufacturer for the handling of machines and systems, the customer shall at once consider any changes. Immediately. If the customer deviates from the specifications in operating manuals or in change notices from BHS Intralogistics or a third-party manufacturer or uses equipment which not approved by BHS Intralogistics or a third-party manufacturer, or does not take into account the specifications agreed with the customer, the contractual maintenance obligation shall not include any work to rectify defects and faults based on this. BHS Intralogistics shall be entitled to invoice such services at the rates set out in the Supplementary Terms and Conditions of Assembly.
- 3.13 The customer shall inform BHS Intralogistics at once of any malfunctions of machines or systems. Together with the fault report, the customer shall provide precise details of where the fault has occurred and provide BHS Intralogistics with the support required by the customer for rapid fault analysis, including remote diagnosis, free of charge. The customer shall keep the necessary technical documents and proof of repair and maintenance available at the installation site of the machine/system or make them available in scanned form by e-mail.
- 3.14 The customer shall grant employees of BHS Intralogistics, or third parties commissioned by BHS Intralogistics unhindered access to

- the machine/system to fulfill the service obligations and, if necessary, provide support requested by BHS Intralogistics in the performance of service work, see clause 8.
- 3.15 If acceptance has been agreed, BHS Intralogistics shall draw up an acceptance report, if requested in the presence of the customer, in which the completed work is recorded in detail. The customer shall sign the acceptance report at once if there are no or only insignificant defects that do not impair the operability of the machine or system. Defects that do not impair the operability of the machine or system. Defects that do not impair the operability of the machine or system. Any defects found shall be noted in the acceptance report and, depending on the severity of the defect, shall be at once or promptly, depending on the severity of the defect. If not already done, the customer shall sign the acceptance report after the defect has been rectified. sign it.
- 4 Newsletter/Data protection**
- 4.1 BHS Intralogistics informs its customers about products and services of BHS Intralogistics as well as about company activities by newsletter. 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 inform us at the following address:
lifecycle@bhs-world.com
- 4.2 The collection, storage, transmission and use of data from the customer in connection with the remote services of BHS Intralogistics is conducted in particular via sensors on the relevant machine/system and via input from the operator. system as well as via input from the operating personnel during operation of the machine/system. BHS Intralogistics collects production and machine data.
- 4.3 As far as data is collected which is personal to BHS Intralogistics and/or the customer, the contracting parties shall conclude a separate agreement to ensure data protection.
- 5 Terms of payment**
- 5.1 Unless specifically agreed otherwise in the contract, the BHS Intralogistics prices for spare parts, repair, maintenance and other service assignments as well as for service contracts which can be requested from BHS by telephone, fax or e-mail shall apply. In the case of customer spare parts warehouses, the list prices at the time of removal by the customer from the customer's premises shall apply. The prices are shown in euros and, in the case of deliveries and services, take into account provision ex works without VAT and without delivery costs such as packaging, freight costs, insurance, customs duties or other state-imposed charges on the occasion of a delivery to the customer, which have the same economic effect as customs duties, assembly, etc. The prices are quoted in euros. Any delivery and packaging costs incurred as well as value added tax at the respective statutory rate will be invoiced additionally.
- 5.2 As far as BHS Intralogistics uses spare parts, lubricants or other consumables on the occasion of assignments or as far as travel and transportation costs are incurred, these may be invoiced by BHS Intralogistics. Are incurred, BHS Intralogistics may invoice these at the then applicable list price of these parts or, against proof, in the amount of the invoice amounts, unless otherwise contractually agreed in writing. Unless otherwise contractually agreed in writing.
- 5.3 In the case of continuing obligations such as maintenance and service contracts and remote services, BHS Intralogistics is entitled to increase the net price once a year, for the first time for the second year of the contract term. If a price change demanded by BHS Intralogistics for maintenance and service and remote service contracts is more than 10 % compared to the net price of
- the previous year, the customer has an extraordinary right of termination with a notice period of two months to the date on which the increase comes into effect. Requests for price changes and notices of termination must be made in writing to be effective.
- 5.4 Invoices from BHS Intralogistics shall be paid by the customer within 30 days of the invoice date to one of the bank details provided by BHS Intralogistics without deduction of any discounts not agreed. bank details provided by BHS Intralogistics. Payment dates specified in the contract are binding and take precedence over the above payment deadline.
- 5.5 If the customer defaults on a payment within the business relationship with BHS Intralogistics or defaults on acceptance or approval, BHS Intralogistics shall be entitled, if necessary, in deviation from other contractual terms of payment, to demand an advance payment either for the spare parts to be shipped or for the anticipated expenditure. to be shipped or for the expected cost of repair, maintenance or service work. Further statutory claims remain unaffected.
- 5.6 All claims of BHS Intralogistics which have already arisen but are not yet due shall become due immediately, irrespective of the term of any bills of exchange accepted and credited or deferrals granted, if the customer fails to comply with the applicable contractual terms of payment or if BHS Intralogistics becomes aware of circumstances which are likely to jeopardize the creditworthiness of the customer. become known to BHS Intralogistics which are likely to reduce the customer's creditworthiness.
- 6 Reservation of availability in shipping and online trading**
- If BHS Intralogistics discovers a lack of availability of the ordered products after conclusion of the contract, BHS Intralogistics may withdraw from the contract within one week of receipt of the order.
- 7 Deadlines / Terms of delivery**
- 7.1 BHS Intralogistics shall send ordered spare parts promptly to the delivery address specified by the customer. If specific delivery times are to be met in individual cases, this shall require written confirmation from BHS Intralogistics, unless the deadlines are part of a written mutual contract. part of a written mutual contract.
- 7.2 Repair and service assignments based on a maintenance contract shall be agreed between the customer and BHS Intralogistics. A prerequisite for the binding nature of response times is their express agreement. If agreed response times make it necessary for BHS Intralogistics employees to carry out work on weekends or public holidays applicable to the place of business of BHS Intralogistics or if work is to be carried out outside normal working hours Monday to Friday, 8.00 a.m. to 6.00 p.m., BHS Intralogistics shall be entitled to charge surcharges for this in accordance with the Appendix Assembly Terms and Conditions.
- 7.3 When selecting the mode of shipment for spare parts and tools, BHS Intralogistics shall select an economically justifiable mode of transportation.
- 7.4 Deliveries and services within Germany shall be "ex works", loading point at BHS Intralogistics or subcontractor. The risk of accidental loss shall pass to the customer upon commencement of loading of the items made available by BHS Intralogistics for collection. For deliveries and services abroad, the terms of delivery Ex Works (Incoterms 2020) shall apply accordingly. The packaging material is not part of the delivery item of BHS Intralogistics and must be returned by the customer to BHS Intralogistics free of charge at the request of BHS Intralogistics and, if not, disposed of at the customer's own expense.
- 7.5 BHS Intralogistics shall be entitled to make partial performance if the nature of the subject matter of the contract so permits.

- 7.6 In cases of force majeure, in particular in the event of a state-ordered pandemic which has a concrete impact on the fulfillment of the contract by BHS Intralogistics or in the event of operational disruptions for which BHS Intralogistics is not responsible, labor disputes, civil unrest, subcontractor delays for which BHS Intralogistics is not responsible or 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 for delivery items, which affect the performance of the contract. BHS Intralogistics shall not be held liable in case of any other unavoidable events for BHS Intralogistics which were not known at the time of the conclusion of the contract or the order confirmation. BHS Intralogistics is entitled either to postpone the delivery for the duration of the hindrance as well as a reasonable restart time in the individual case or, in the event of a time or to withdraw from the contract if it is unreasonable for BHS Intralogistics to fulfill the contract.
- 7.7 If BHS Intralogistics conducts the assembly, the assembly conditions, which 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.de.
- 8 On-site obligations of the customer for installations**
- 8.1 BHS Intralogistics undertakes to conduct installation, maintenance and service work to the extent described in the contract. Unless expressly mentioned therein, the customer shall be obliged to provide such facilities or carry out such work as is required by the customer in connection with the commissioned service/activity, in particular to install power supply lines or separate installation circuits for computer connections, to carry out bricklaying and chiseling work, to lay suitable industrial flooring and to install stationary safety equipment, modifications to existing buildings or facilities as well as fire protection or noise protection measures.
- 8.2 The customer shall supply the necessary lifting equipment and personnel for unloading, transportation on the company premises and subsequent assembly free of charge. Fun- or buildings must be completed by the customer by the time of delivery to such an extent that assembly can begin at once. If the installation or commissioning is delayed without If assembly or commissioning is delayed without BHS Intralogistics being in breach of duty, the customer shall bear the additional costs incurred by BHS Intralogistics as a result, including those for the provision of personnel. Sind Montagearbeiten auf Anforderung des Kunden außerhalb der normalen Arbeitszeiten von BHS Intralogistics durchzuführen, werden die Überstunden sowie Sonn- und Feiertagzuschläge gemäß den jeweils geltenden Preisen von BHS ergänzend zum Vertragspreis in Rechnung gestellt, siehe BHS Intralogistics Montagebedingungen.
- 8.3 If assembly work is to be carried out at the customer's request outside BHS Intralogistics' normal working hours, overtime and Sunday and public holiday surcharges shall be as well as Sunday and public holiday surcharges shall be invoiced in addition to the contract price in accordance with the applicable BHS prices, see BHS Intralogistics Assembly Terms and Conditions.
- 9 Customer spare parts warehouse**
- If the customer has a spare parts warehouse set up by BHS Intralogistics, the following shall apply in addition to the relevant warehouse agreement:
- 9.1 The customer shall supply a suitable storage area for the spare parts warehouse, which is clearly demarcated from other storage areas and lockable and in which only parts of BHS Intralogistics are stored. are placed. The customer shall be responsible for the proper management of the warehouse on site and shall exercise this obligation with the diligence of a prudent businessperson. man. The customer shall keep an inventory of the spare and wear parts removed from the warehouse, which shall be updated promptly, stating when the parts were discontinued or removed. stating when the parts were discontinued or removed. Upon request, BHS Intralogistics shall be provided with a copy of the respective current inventory and/or allow a physical inventory to be taken.
- 9.2 The packaging, insurance and transportation costs incurred in connection with the delivery of spare and wear parts shall be invoiced to the customer together with the delivery, in the same way as the parts themselves, if applicable on a pro rata basis. For lost parts and those with opened or damaged packaging, the customer shall pay the remaining purchase price. This shall also apply if the customer disposes of parts in breach of contract.
- 9.3 In the event of an expansion of the warehouse ordered by the customer, BHS Intralogistics shall supplement the spare parts overview at the customer's premises and confirm this to the customer in writing.
- 9.4 The risk of loss or deterioration of parts shall pass to the customer with the respective shipment. The customer shall check incoming deliveries for completeness and integrity of the packaging and contents. Together with the delivery, the customer shall receive a set of original delivery bills with the delivery, one copy of which must be returned to BHS Intralogistics within 14 days after the inspection with a note of receipt and signature. In the event of complaints, these must be reported by the customer immediately after receipt of the goods. The customer shall immediately reorder any spare and wear parts removed. This also applies in cases of loss of parts. If parts are replaced within the scope of the warranty, the customer shall draw attention to the warranty case in writing when reordering. If this is not done, subsequent performance is no longer possible. The customer shall conduct an annual inventory of the customer's spare parts warehouse at a time specified by BHS Intralogistics and inform BHS Intralogistics of the result in writing within 14 days.
- 9.5 The customer shall insure the stock against fire, burglary, theft, vandalism, storm and hail as well as flood and tap water at its own expense up to the value of the stock specified in the spare parts overview. BHS Intralogistics shall be included in the insurance policy as an independent claimant. The customer shall send BHS Intralogistics a copy of the current send BHS Intralogistics a copy of the current insurance policy annually. The customer shall arrange for the insurance company to declare:
- that in the event of a claim it can only make payments with discharging effect to BHS Intralogistics,
 - that it will notify BHS Intralogistics immediately if premiums are not paid on time,
 - that it grants BHS Intralogistics the right to continue the insurance relationship by continuing to pay the premiums and
 - that the insurance contract can only be terminated by the customer with the consent of BHS Intralogistics. In the event of a claim, the customer shall make all necessary declarations to the insurance company in enjoyable time.
- 9.6 All spare and wear parts in or from the customer's spare parts warehouse shall remain the property of BHS Intralogistics if the respective parts have not been paid for in full. In the case of contractual handling, this will only be the case after the respective parts have been removed and the remaining purchase price has been paid. Subsequent payment of the remaining purchase price. The customer shall mark the parts of BHS Intralogistics in the warehouse as the property of BHS Intralogistics. The customer

- shall only remove parts from the customer's warehouse, open packages, or hand them over to third parties if he requires them himself and has paid the purchase price in full. The customer shall not be entitled to transfer ownership, transfer by way of security or pledge prior to the transfer of ownership. If the parts are installed in the customer's Intralogistics machines, BHS Intralogistics shall remain the owner provided that no connection has taken place. Otherwise, BHS Intralogistics shall become co-owner of the machine in question. In the event of a seizure or other claim, the customer shall inform BHS Intralogistics immediately and shall exercise the rights of BHS Intralogistics with due care, referring to its ownership status. BHS Intralogistics is entitled, in consultation with the customer, to inspect the spare and wear parts as well as the relevant warehouse at any time after prior notice and to enter them in the inventory as well as in the stock list and to inspect and print out the inventory and the data on the customer's spare parts warehouse.
- 9.7 BHS Intralogistics may demand payment of the remaining purchase price for the parts stored in the customer's spare parts warehouse at the end of the contract.
- 9.8 In the event of contradictions between contractual documents, these shall apply in the order of precedence: (1) clause 9 of these Service and Spare Parts conditions, (2) the underlying contract, (3) the remaining service and spare parts conditions.
- 10 Claims arising from any defective performance of services, in the event of a defect, in the event of purchase or rental or in the event of work performance.**
- 10.1 The services of BHS Intralogistics governed by the Service and Spare Parts Terms and Conditions may be subject to various types of contracts under the German Civil Code (BGB). German Civil Code (BGB) and may therefore also be subject to different warranty systems.
- 10.1.1 The warranty period for spare and wear parts is 12 months from the transfer of risk, unless otherwise agreed in writing in the contract or, in the event of default of acceptance by the customer, from the date of notification. default of acceptance by the customer from notification of readiness for delivery. The warranty period for defects in reconditioned used parts is six (6) months from delivery. Any claims arising from a breach of secondary contractual obligations, Section 241 (2) BGB, which arise in connection with a defect, shall become time-barred within the same 12-month period from the transfer of risk as contractual warranty claims. If a claim for defects is based on intent, malice or gross negligence on the part of BHS Intralogistics or its executive bodies or vicarious agents, or if the life, body or health of a person is injured, the statutory limitation period of 2 [two] years shall apply to claims under section 10.1.1 sentences 1 and 2. The limitation periods for tortious claims remain unaffected by this clause 10.1.1.
- 10.1.2 The customer must inspect the spare and wear parts immediately for any defects and deviations from the respective subject matter of the contract and, if necessary, notify BHS Intralogistics of these in writing. In the case of hidden defects or deviations, the same shall apply from the first discovery by the customer.
- 10.1.3 BHS Intralogistics warrants that the delivered contractual items, e.g., spare and wear parts, have the quality agreed in the contract at the time of the transfer of risk and, if not stipulated therein, that they are suitable for the intended use. Contract and, if not stipulated therein, that they are suitable for the use stipulated in the contract, and otherwise that they are suitable for the normal use which is customary for items of the same type and which the buyer can expect according to the type of item. The Buyer can expect according to the nature of the item (hereinafter "Warranty").
- 10.1.4 BHS Intralogistics shall assume warranty for the replacement and wearing parts replaced during the warranty period to the same extent as for the items delivered in accordance with the order. The However, the warranty shall end at the latest after 18 months (in the case of refurbished items: after 12 months) from the transfer of risk on the first delivery of the item. Clause 10.1.1 sentence 3 shall also apply here.
- 10.1.5 Within the warranty period, BHS Intralogistics shall remedy free of charge any defects which were demonstrably present at the time of the transfer of risk by means of a replacement delivery or rectification of defects at the discretion of BHS Intralogistics. If a replacement delivery or repair fails repeatedly due to the same defect, BHS Intralogistics shall unjustifiably and definitively refuse a replacement delivery or repair. If BHS Intralogistics unjustifiably and finally refuses a replacement delivery or rectification or if subsequent performance is unreasonable for the customer, the customer may, after setting a reasonable deadline under threat of the intended legal consequences, either declare a reduction in the price or withdraw from this contract.
- 10.2.1 Contractual claims arising from the defective performance of a service shall become time-barred 12 months after the provision of the respective service. This time limit shall not apply if the cause of claims is based on intent, malice or gross negligence or injury to life, body or health or liability due to product liability.
- 10.2.2 If services provided by BHS Intralogistics are defective or incomplete, BHS Intralogistics undertakes to rectify the defects free of charge or to provide the complete service later. As far as this is not possible because the service is occasion-related and therefore cannot be BHS Intralogistics undertakes to take all necessary organizational and technical measures to prevent a repetition of the type of error in question. type of error in the service or the omitted service.
- 10.2.3 Insofar as services in the provision of Remote Services are affected by complaints of poor performance, the customer shall be entitled, subject to the requirements of clause 10.2.2, to declare partial termination with regard to the Remote Services, but not to withdraw from or terminate the contract with regard to other services such as maintenance, services, spare parts and spare parts storage in accordance with this contract.
- 10.2.4 As far as other services of BHS Intralogistics are affected by a complaint of poor performance which do not concern the Remote Services, the customer shall be entitled to terminate the contract in accordance with clause 10.2.2 of these Service and Spare Parts Terms and Conditions, the customer is entitled to terminate the relevant contract. declare.
- 10.2.5 As far as purchases of spare and wear spare and wear parts under this contract, these individual contracts shall remain unaffected by the termination insofar as they have been processed or orders have been placed by the time the termination is received.
- 10.2.6 A right of termination pursuant to clauses 10.2.3 and 10.2.4 presupposes that the customer has unsuccessfully notified BHS Intralogistics in advance, setting a reasonable period of time in each individual case, to remedy the defect. period to remedy the deficient performance and threatening to terminate the contract.
- 10.2.7 Work with data from the customer's machine/system can only be as good as the quality of the data. It is the customer's responsibility to ensure that the machine/system is operated in accordance with the It is the customer's responsibility to ensure that the machine/system is operated in accordance with the operating instructions and that the customer himself or third parties do not make any changes, additions or interventions in the machine/system without BHS Intralogistics being informed of this in advance. If the customer does not ensure this without exception, BHS Intralogistics cannot assume any responsibility

- for the correctness of the evaluations in the event of data collection and analysis during remote services, as external influences may occur which BHS Intralogistics cannot consider in the evaluation due to a lack of knowledge.
- 10.3 BHS Intralogistics shall remedy or, if reasonable for the customer, circumvent defects in the case of rental contract services in connection with remote services. If BHS Intralogistics repeatedly fails to rectify or circumvent defects in the leased remote services or in the use of applications provided, the customer is entitled to partial termination of the remote services under this contract. Partial termination shall also cover the service components of the Remote Services that are of a service and/or work contract nature.
- 10.4
- 10.4.1 In the case of services under a contract for work and services in connection with the Remote Services, the warranty period is 12 months from commissioning. The exception to this in clause 10.2.1 above shall apply accordingly. The customer may initially demand subsequent performance, which BHS Intralogistics may provide at its discretion either by remedying the defect or by providing a defect-free item/software. In the case of software, a workaround shall also suffice, provided this does not impair the functionality of the software. If the first attempt to rectify the defect fails within a reasonable period of time, BHS Intralogistics shall be entitled to make a second attempt to rectify the defect within a further reasonable period of time. If the defect cannot be remedied even then and no workaround acceptable to the customer is provided, the customer may declare partial termination of the remote services, which shall then also cover the services and rental agreements relating to the remote services.
- 10.4.2 In the case of services provided by BHS Intralogistics based on this contract outside the Remote Services, clause 10.4.1 shall apply accordingly, but with the customer's right to withdraw from the contract.
- 10.5 As far as a contract covers works and/or services, rentals and/or purchases, the right to withdraw from the contract does not cover the works, services, rentals and/or purchases that have either already been fulfilled by BHS Intralogistics or have been called off by the customer. This limitation of the customer's right of rescission shall not apply if the customer has a legitimate interest in rescinding the contract as a whole.
- 10.6 The customer shall provide BHS Intralogistics free of charge with the necessary personnel and access to the VSE computer or computer(s) for the purpose of rectifying defects and faults. computer(s) for remote services as well as to machines or the system and its sensors in order to be able to conduct troubleshooting. Any lifting equipment and personnel required for this. The customer shall provide the necessary lifting equipment and personnel free of charge in a timely and appropriate manner. Any packaging and shipping costs incurred for the return of a defective part shall be reimbursed to the customer against proof and invoice. In the event of replacement, ownership is automatically transferred from the customer to BHS Intralogistics when the part to be replaced is removed from the machine or system, and vice versa from BHS Intralogistics to the customer when the replaced part is installed, subject to retention of title as stipulated in clause 12. At the request of BHS Intralogistics, the customer shall send removed parts to BHS.
- 10.7 A claim by the customer for reimbursement of the necessary expenses for the removal and 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 a written request from the customer and the object of the contract has been installed by the customer for the intended use or attached to another object or, conversely, another object has been connected to the object of the contract. object of the contract of which BHS Intralogistics had positive knowledge when the contract was concluded. This applies in particular to the connection 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. operation of the subject matter of the contract.
- 10.8 If the customer fails to provide the cooperation required to conduct the replacement delivery or rectification or refuses to accept subsequent performance, any further warranty shall lapse.
- 10.9 BHS Intralogistics may withhold the rectification of defects if the customer fails to meet his due payment and cooperation obligations.
- 10.10 The customer undertakes to notify BHS Intralogistics of defects and faults in a proper manner, which allows BHS Intralogistics to begin a targeted search for defects and faults. The customer shall provide BHS Intralogistics with the information available to him on the defect or error and shall support BHS Intralogistics in rectifying the defect or error free of charge within reasonable limits.
- 10.11 If it turns out during defect or fault rectification work that the cause of the defect lies within the customer's area of responsibility, BHS Intralogistics may charge its usual remuneration for services rendered. Remuneration for services rendered.
- 10.12 BHS Intralogistics, its executive bodies and vicarious agents shall be liable for damages for a defect in the event of fault or culpable defective performance, in each case limited to cases of intent, fraudulent intent, gross negligence or a contractual guarantee. This limitation of liability shall not apply in the event of injury to life, limb or health. health.
- 10.13 The warranty shall not apply to defects caused by wear and tear, damage, improper use, excessive strain, unsuitable equipment or materials or by use by the customer that deviates from the contractually stipulated operating conditions and the operating instructions, cf. section 3.9 of these Service and Spare Parts Terms and Conditions. This shall also apply to defects caused by an unsuitable installation site or a circumstance unforeseeable by BHS Intralogistics at the time the contract was concluded. Improper use shall also be deemed to exist if the customer fails to conduct regular maintenance of the machine or system. This shall not affect the customer's warranty claim if the customer provides evidence of a defect which was present at the time of the transfer of risk despite the restrictions in this clause 10.13 sentences 1 and 2.
- 10.14 Data or characteristics of the purchased item shall not be deemed guaranteed properties unless such a guarantee has been expressly agreed in writing with BHS Intralogistics or declared in writing by BHS Intralogistics in writing.
- 10.15 10.15 Insofar as work and the use of spare and wear parts, for example in a maintenance contract, overlap with warranties for work and/or parts, this is already considered when calculating the contractual remuneration for the current contract in question. A reduction of the contractual remuneration is excluded. The warranty claims as set out in clause 10 of these Service and Spare Parts Terms and Conditions remain unaffected.
- 10.16 If BHS Intralogistics fraudulently conceals a defect or has concluded a supplementary guaranteed agreement with the customer, the limitations of the statutory claims for defects in the above sections 10.1.1 shall apply, 10.1.4, 10.4.1, 10.4.2 and 10.12 do not apply. Instead, the statutory provisions on defects apply.
- 10.17 If BHS Intralogistics sells the respective subject matter of the contract to the customer within a supply chain and the customer resells the subject matter of the contract itself, the customer

undertakes, in the event of a claim due to a defect in the subject matter of the contract, to involve BHS Intralogistics in its rectification. rectification of the defect. The customer's right to a reduction in price, withdrawal from the contract and/or a claim for damages against BHS Intralogistics arising from a defect presupposes that BHS Intralogistics had the opportunity to remedy the defect or make a replacement delivery. This shall also apply to the eligibility for compensation of expenses incurred during rectification. Section 10.7 above shall apply accordingly.

11 Liability

- 11.1 BHS Intralogistics, its executive bodies 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 tort and for any other legal reason not separately regulated in these Terms and Conditions of Sale, limited to cases of intent, fraudulent intent and gross negligence.
- 11.2 In the event of impossibility, inability or in the event of culpable breach of another material contractual obligation, BHS Intralogistics shall only be liable to the exclusion of cases of slightest negligence. Material contractual obligations are those which are reciprocal and the breach of which jeopardizes the achievement of the purpose of the contract and the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the customer therefore relies on and may rely. In the event of gross and simple negligence, BHS Intralogistics shall only be liable to a limited extent for such damage as BHS Intralogistics could have foreseen at the time the contract was concluded as a consequence of a breach of material contractual obligations if it had exercised the due care of a prudent businessman.
- 11.3 The provisions on liability for damages in the event of defects or defective performance in clause 10, in particular 10.1 to 10.4 and 10.12 of these Service and Spare Parts Terms and Conditions shall take precedence over clauses 11.1 and 11.2.
- 11.4 The limitations of liability shall not apply in the event of liability under the Product Liability Act and in the event of liability for injury to life, limb and health.

12 Retention of title

- 12.1 Ownership of the object or objects of the contract shall not pass to the customer until all claims of BHS Intralogistics arising from and in connection with the relevant contract have been fulfilled unless clause 9.6 provides otherwise for the customer's spare parts warehouse.
- 12.2 BHS Intralogistics is entitled to assert a claim for surrender if the customer is in default of payment of all or part of the purchase price and/or if it becomes apparent after conclusion of the contract that claims by it becomes apparent after conclusion of the contract that BHS Intralogistics' claims for consideration are jeopardized by the customer's inability to pay, provided that BHS Intralogistics has announced the assertion of the claim for restitution in writing and the claim due has not been settled within a reasonable period of time.
- 12.3 In cases pursuant to 12.2, the customer is obliged to grant BHS Intralogistics immediate possession of the contractual items. Upon conclusion of the contract, the customer irrevocably undertakes to allow BHS Intralogistics to enter the premises for the purpose of taking possession.
- 12.4 If the retention of title is not effective in rem under the national law in whose area of application the goods are located, the possible security for the contractual claims of BHS Intralogistics corresponding to the retention of title and the assignment in this

legal system shall be deemed to have been agreed with the customer. The customer undertakes to cooperate in the provision of such security. Any costs incurred as a result shall be reimbursed to BHS Intralogistics by the customer.

- 12.5 The goods subject to retention of title may not be pledged or transferred by way of security. BHS Intralogistics must be notified immediately of any pledges, stating the name of the pledgee.

13 Term and termination of a service and/or remote service contract

- 13.1 A service and/or remote service contract shall have the term agreed in the respective contract and shall, unless otherwise agreed in writing automatically by one year unless the contract is terminated in writing by the customer or BHS Intralogistics with three months' notice to the end of the contract year.
- 13.2 Both the customer and BHS Intralogistics have the right to terminate the contract prematurely for good cause. Good cause shall be deemed to exist if the customer repeatedly fails to meet its payment obligations on time, if BHS Intralogistics' work at the customer's premises is hindered or if the customer fails to meet its confidentiality obligations or to comply with the contract. the customer does not comply with its confidentiality obligations or access protection against unauthorized third parties in sections 3.7 or 3.8 and 14 of these Service and Spare Parts Terms and Conditions or does not comply with them to the required extent despite a warning. 14.

14 Confidentiality

- 14.1 BHS Intralogistics information, see clauses 3.7 and access options, see 3.8 of these Terms and Conditions of Service and Spare Parts, as well as all other information provided by BHS Intralogistics may not be made accessible to third parties, unless it is clearly intended for other persons in addition to the customer, unless this is necessary for the intended use of the delivery items at the customer's premises. use of the delivery items by the customer. "Third parties" within the meaning of this clause are natural or legal persons who are not organs or employees of the or employees of the customer as well as such contractors of the customer who have not agreed in writing to comply with the confidentiality regulations in Section 3.7 and a access protection in Section 3.8 and Section 14 of these Service and Spare Parts Terms and Conditions vis-à-vis the Customer.
- 14.2 In the event of a breach of these confidentiality obligations in Clause 14.1 by a person attributable to the Customer (executive body, employee and/or contractor), the Customer undertakes to pay a penalty of EUR 10,000 per act of infringement, subject to further claims for damages. Upon request, the customer shall provide full information on the manner in which BHS Intralogistics information is used and/or on access, to a contractor who breaches this confidentiality obligation.
- 14.3 BHS Intralogistics undertakes vis-à-vis the customer not to pass on to third parties any data (personal, machine and production data) of which it becomes aware while providing remote services to the customer. The same applies to the evaluation of data for the customer.
- 14.4 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 14.3 above. operational purposes. As far as this also involves personal data, the contractual information on data protection in Section 4.3 above shall apply to personal data.

15 [Re-] Export; Embargo

- 15.1 Both contracting parties shall ensure that they comply with the laws and regulations concerning (re-)export relating to the delivery items or parts thereof in Germany, in the EU and in the country of the registered office or place of installation of the delivery item and, if applicable, in a third country when concluding and performing a contract covered by these Terms and Conditions of Sale. "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 Control List.
- 15.2 The same as above applies to governmental embargo regulations affecting the delivery item or parts thereof.
- 15.3 If BHS Corrugated is unable to deliver for these reasons, this shall be deemed a case of "force majeure" to which clause 7.6 of these Service and Spare Parts Terms and Conditions shall apply.
- 15.4 If the customer breaches the above obligation, BHS Intralogistics shall have a contractual claim against the customer to be indemnified in full against any claims of third parties due to this/these breach(es) of contractual obligation and to be reimbursed by BHS Intralogistics for the costs of the necessary legal defense.
- 16 Miscellaneous**
- 16.1 The contracting parties are not entitled to transfer the contract as such or to assign individual rights arising from it to third parties without the prior written consent of the other party. 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 or if there is a gross breach of contract by BHS Intralogistics. is present.
- 16.3 Should any 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 a provision that which comes as close as possible to the economic purpose pursued. The same shall apply in the event of a loophole.
- 16.4 The law of the Federal Republic of Germany shall apply, excluding 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.
- 16.5 The place of performance for payment claims of BHS Intralogistics arising from this contract shall be at the registered office of BHS Intralogistics, see clause 1.1. The place of jurisdiction for any legal disputes arising from or in connection with this contract shall be, at the discretion of BHS Intralogistics, the place of business of BHS Intralogistics. of BHS Intralogistics, the place of business of BHS Intralogistics, see clause 1.1, or another statutory place of jurisdiction and, in the case of legal proceedings brought by the customer against BHS Intralogistics, the place of business, see clause 1.1. This agreement on the place of jurisdiction shall only apply to merchants within the meaning of commercial law.
- 17 Customer information on electronic business transactions:**
- 17.1 BHS Intralogistics sells exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e., to natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are acting in the exercise of their commercial or independent professional activity.
- 17.2 Pursuant to Section 312i (1) sentence 1 no. 2 BGB in conjunction with Art. 246c No. 1 EGBGB, we must provide you with the individual technical steps that lead to the conclusion of the contract. To place an order, you need a customer account, which must be created password-protected during the initial order. If the customer logs in to BHS Intralogistics with their data, they will be taken to the start page of the store at the URL <https://icorr.shop/bhs/de>. There he must first click on the link "MY EQUIPMENT". An icon with the inscription "INDIVIDUAL CORRUGATOR DESCRIPTION" then appears, which the customer must click on. Then a list of BHS Intralogistics products appears. The customer must select a product and click on it. A succinct summary of the selected product appears. To order spare parts for this order spare parts for this product, click on the folder on the left. Designated subfolders then appear, in which the customer must click through to the desired spare part. At the end of this process, the spare parts that can be ordered are displayed to the right of the folder overview. The customer can now select the desired product by clicking on the "DETAILS" button, which opens an overview page with all the important data. If the customer wants to buy the product, he can click on the "ADD TO CART" button, then continue the purchase or open it by clicking on the "CART" icon at the top right. An order overview will then appear. If you click on "GO TO ORDER COMPLETION", a detailed order overview appears, which also contains information on the payment method (currently only invoice), delivery addresses and delivery method. The data can also be corrected at this point. The customer can then choose whether to request a quote first by clicking the "REQUEST A QUOTE" button or to complete the order by clicking "COMPLETE ORDER". As an alternative to the ordering process just described, the customer has the option of entering the name of the required spare part directly at the beginning after selecting the required product type. If this is done, the customer is taken directly to this product so that he can place it in the shopping cart.
- 17.3 The goods displayed in the online store do not constitute legally binding offers to conclude a contract but serve as an invitation to submit a binding offer to conclude a contract (so-called invitatio and offerendum/invitation to submit an offer). The legally binding submission of the purchase the legally binding submission of the purchase offer by you takes place via the items in the shopping cart by clicking on the "Complete order" button. Immediately after receipt of the order by the customer, an order confirmation (see section 2.3) is sent. This order confirmation serves exclusively to document the order and to fulfill the legal obligations of BHS Intralogistics in accordance with § 312i para. 1 sentence 1 no. 3 BGB but does not constitute acceptance of the contract. acceptance of the contract. The contract shall only come into effect upon receipt of the declaration of acceptance by BHS Intralogistics. The provisions of section 2.2 shall apply in addition.
- 17.4 BHS Intralogistics does not store any contractual texts. We therefore request that you save or print out the texts relevant to the contract.
- 17.5 As described under 16.2, you can change and correct your entries several times during the ordering process. Most recently on the order page.
- 17.6 The contract languages in the online store are German, English, French, Spanish and Chinese.
- 17.7 BHS Intralogistics has not subjected itself to any specific codes of conduct for online trading within the meaning of Art. 246c No. 5 EGBGB.