

General Terms and Conditions of MLOG Logistics GmbH for Deliveries and Services

Version: 09 / 2022

INTRODUCTORY REMARKS

These General Terms and Conditions (hereinafter: GTC) of MLOG Logistics GmbH (hereinafter: MLOG Logistics) are divided into the following parts:

- A. **General provisions for deliveries and services**
- B. **Special provisions for deliveries and services**

Part A (general section) shall apply to all transactions and legal relationships entered into with the customer. Part B (special section) contains in each case special provisions specific to goods and services which, in addition to the general section, apply to specific deliveries of goods (e.g. in the case of the sale of machinery and equipment in the high-bay racking and storage systems and software sector) and services (e.g. in the case of repair and assembly services).

A. general section

Terms and conditions that apply to all legal relationships between MLOG Logistics and the customer.

1. Scope of application and basis of contract

- 1.1. The GTC apply to all deliveries of goods, services including assembly, repair and other services and offers from MLOG Logistics to the customer (hereinafter the Customer), unless otherwise confirmed in writing by MLOG Logistics.
- 1.2. The Customer shall accept the GTC of MLOG Logistics upon the placing of the order by the Customer and the order confirmation by MLOG Logistics, and no later than upon the acceptance of the delivery or service by the Customer. The respective valid GTC will be made available by MLOG Logistics to download with the order confirmation or in the offer and / or with reference to these GTC on the MLOG Logistics website.
- 1.3. The GTC shall also apply to all future legal transactions or contracts with the Customer, even if this has not been expressly agreed again in writing between the contracting parties.
- 1.4. Rights to which MLOG Logistics is entitled in accordance with the statutory provisions beyond these GTC remain unaffected by the provisions of these GTC.
- 1.5. As a matter of principle, the Customer's General Terms and Conditions shall not become part of the contractual agreement between the contracting parties. Any deviating agreements shall only apply if their validity has been confirmed in writing by MLOG Logistics.
- 1.6. All legally relevant declarations (declarations of intent) by the contracting parties with respect to the delivery of goods or services by MLOG Logistics (e.g. acceptance of an offer, order confirmation of the Customer's order, setting of a deadline, reminder or declaration of withdrawal) must be made in writing; text form (§ 126 b German Civil Code (BGB)) is sufficient for this purpose, unless otherwise agreed between the contracting parties in individual contracts or in these GTC.

2. Contracting parties

The contracting parties are MLOG Logistics and the Customer, who is not a consumer pursuant to § 13 German Civil Code (BGB).

3. Offer and conclusion of contract, scope of delivery and services

- 3.1 The request to the Customer for the delivery of services and the provision of services is directed exclusively at companies (§ 14 German Civil Code (BGB)). A commercial enterprise within the meaning of § 14 German Civil Code (BGB) shall refer to a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity. This also includes authorities, institutions, schools and foundations.
- 3.2 Illustrations, drawings, weights, dimensions, performance and consumption data and other descriptions of the goods or product descriptions in connection with the documents issued by MLOG Logistics shall only be authoritative for the scope of performance insofar as they have been expressly designated by MLOG Logistics as a binding definition of performance and an integral part of the contract (e.g. in the offer or the order confirmation). The above documents do not, per se, constitute a guarantee (§ 276 para 1 German Civil Code (BGB)) or the agreement of the quality of the goods or quality guarantee (§ 443 German Civil Code (BGB)).
- 3.3 MLOG Logistics reserves the right to decline an order from the Customer (offer to conclude a contract) without providing a reason.
- 3.4 The contract is concluded upon receipt of a written order confirmation from MLOG Logistics (acceptance of the contract offer), at the latest upon provision of the service and / or delivery by MLOG Logistics. Order confirmations, i.e. the confirmation of receipt of the Customer's order, do not in principle constitute acceptance of an offer to conclude a contract, unless MLOG Logistics expressly

- confirms a conclusion of contract therein. In the event of an offer by MLOG Logistics, the contract will be concluded upon the immediate acceptance by the Customer, in the case of an offer with a time limit, upon acceptance by the Customer within the time limit. The offer and the acceptance must be made in writing.
- 3.5 The content of the order confirmation from MLOG Logistics and the relevant definition of the service and / or product descriptions issued by MLOG Logistics are decisive for the scope of delivery and services. In the event of an offer by MLOG Logistics with or without a time limit, the content of the offer and any definitions of the service and / or product descriptions of MLOG Logistics referred to in the offer shall apply.
- 3.6 The rights and obligations of the contracting parties arise in the following order first from
- the order confirmation from MLOG Logistics or the offer from MLOG Logistics accepted by the Customer;
 - the provisions stated by MLOG Logistics in the respective service definition and / or product descriptions;
 - the special provisions of these GTC. The provisions of the general section of the GTC apply to all legal transactions with the Customer. In addition, the provisions of the special section regulate service- and product-specific features in addition to the general section. If provisions in the respective special section deviate from the provisions in the general section, the provisions of the respective special section shall prevail. The regulations in the definitions of service and / or product descriptions shall take precedence over any provisions in the GTC they contradict. Agreements made between the parties that deviate from the GTC shall take precedence as individual agreements over the provisions of the general and special sections of the GTC.
- 3.7 Any ancillary agreements to a contract require the written consent or confirmation by MLOG Logistics, whereby text form is sufficient for such confirmation (§ 126 b German Civil Code (BGB)). The burden of proof for the conclusion of ancillary agreements shall be with the party invoking such agreements.
- 4. Industrial property rights and intellectual property, confidentiality.**
- 4.1 Each contracting party shall retain the rights to which it is entitled to documents, information and objects (e.g. property rights, utility model rights, patent rights and copyrights) which such party has submitted to the other contracting party in connection with contract negotiations and / or the conclusion of contracts for deliveries and services or any other legal relationship.
- 4.2 Documents and / or information in written or electronic / digital form provided to the Customer by MLOG Logistics for use with reference to confidentiality:
- (commercial secrets such as technical drawings, offer calculations and plans),
 - items (e.g. models, tools and software) and
 - documents and information on technical protective rights (patents and utility models), trademarks, designs, know-how and software
- shall essentially remain the (intellectual) property of MLOG Logistics or the respective rights holders who have granted MLOG Logistics the necessary rights of use. Their use of such is limited to the agreed purposes and the contractually agreed scope.
- 4.3 MLOG Logistics, documents, information, objects, software and rights pursuant to no. 4.2 above, which are subject to business secrecy, may neither be reproduced nor made accessible to third parties without the prior consent of MLOG Logistics. In particular, offer calculations and technical drawings, models and software provided for test purposes may not be passed on to third parties without the consent of MLOG Logistics. The Customer is liable to MLOG Logistics for all damages caused by a violation.
- 4.4 All commercial secrets of MLOG Logistics are to be kept secret from third parties and may only be made available in the Customer's own business to those persons who must have knowledge of the respective information in order to fulfil the purpose of the contract and who are also obliged to maintain secrecy. This shall not apply to commercial secrets which were already in the lawful possession of the Customer prior to disclosure by MLOG Logistics, which the Customer has lawfully received from third parties without conditions of confidentiality, which are disclosed by MLOG Logistics to third parties without conditions of confidentiality, which are developed by the Customer independently of the information received, which are required to be disclosed by law or which are disclosed by the Customer with the prior written consent of MLOG Logistics.
- 5. Remuneration / prices, shipping and payment terms**
- 5.1. Remuneration / prices**
- 5.1.1. Agreed prices are always net prices in EURO without value added tax. Prices are quoted in EURO "Ex works" (EXW) ex manufacturer's works including loading at the manufacturer's works (INCOTERMS 2020), and excluding packaging, transport and installation, plus value added tax, in the respective statutory amount, in the case of export deliveries plus customs duties and any applicable withholding tax.
- 5.1.2. Bills of exchange and cheques are only accepted as a condition of performance. Any costs arising from bills of exchange or cheques that are protested shall be borne by the Customer.
- 5.2. Shipping conditions, transfer of risk for the delivery of goods**
- 5.2.1. The goods shall be delivered "EXW" (INCOTERMS 2020), unless otherwise agreed in writing in the order confirmation or the offer or in any other manner. This also applies to software that is pre-installed (e.g. in control devices) or provided on a data carrier. The special provisions for software shall also apply to software (see Part B II of the GTC). In this case, the place of delivery shall be the facilities of the manufacturer (Neuenstadt). Collection, loading and transport are the responsibility of the Customer and the Customer shall bear the cost of packaging, transport and installation and any additional charges.
- 5.2.2. The risk of accidental loss and accidental deterioration of the goods shall be transferred to the Customer in the case of EXW delivery if the goods are made available at the place of delivery ready for dispatch and MLOG has notified the Customer. MLOG Logistics shall notify the Customer that the goods are ready for acceptance by the Customer. The Customer may only refuse acceptance in

the event of a material defect, without prejudice to other claims based on defects.

- 5.2.3. If MLOG Logistics ships the goods to a destination named by the Customer "CIP" (INCOTERMS 2020) at the Customer's request, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover to the forwarder, carrier or person designated for such shipment. In this case, MLOG Logistics shall not guarantee that the goods will arrive at the destination in perfect condition, in the specified quantity or that they will arrive at all.
- 5.2.4. If assembly or installation of the goods to a destination named by the Customer or at an agreed location within that location is agreed, the goods shall be delivered "DPU" (INCOTERMS 2020), unless otherwise agreed. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer no later than upon the arrival of the goods at the Customer's premises and the unloading of the goods at the place of destination. In such cases, the Customer must inspect the goods for any external, visible damage that has occurred during transport immediately upon receipt and shall document any transport damage (in writing and with photos) and report it immediately to enable MLOG Logistics to assert any existing insurance claims in a timely manner.
- 5.2.5. MLOG Logistics will specify the respective place of delivery in the order confirmation or offer. The place of delivery is also the place of performance for the services. If the order confirmation or the offer contain no indication of the place of delivery, no. 5.2.1 above shall apply. (EXW).

5.3. Payment terms

- 5.3.1. Unless otherwise agreed in writing between the contracting parties, the remuneration shall be due and payable without deduction ten (10) calendar days after invoicing or, in the event of an agreement on payment in instalments, on the respective agreed payment dates. A payment shall only be deemed to have been made when MLOG Logistics can dispose of the amount. Timeliness is determined by the receipt of payment on the account of MLOG Logistics. In the case of a cheque, payment shall only be deemed to have been made when the cheque is redeemed.
- 5.3.2. MLOG Logistics is entitled to demand advance payment or a deposit from the Customer.
- 5.3.3. MLOG Logistics also reserves the right, despite any provisions of the Customer to the contrary, to set off payments first against the Customer's older debts; in which case MLOG Logistics shall inform the Customer of the nature of such set-off. If costs and interest have already been incurred, MLOG Logistics shall be entitled to set off the payment first against the costs, and then against the interest and finally against the main performance.
- 5.3.4. If MLOG Logistics becomes aware of circumstances which call into question the creditworthiness of the Customer, in particular if payments are suspended in the event of a continuing supply relationship, if cheques cannot be redeemed, or if other circumstances become known which could raise doubts as to the creditworthiness of the Customer, MLOG Logistics may call due the entire outstanding balance of the debt, even if MLOG has accepted the means of payment (e.g. a cheque) for performance. In this case MLOG Logistics also reserves the right to demand advance payments or securities.
- 5.3.5. The Customer shall only be entitled to a right of set-off insofar as their claims have been legally established, are undisputed or are ready for decision after a pending legal action.
- 5.3.6. The Customer shall only be entitled to assert a right of retention due to counterclaims arising from and in connection with an order or a contract between the parties.

6. Delivery and performance time, delay

- 6.1. The delivery / performance time arises from the agreements between the contracting parties. Delivery and performance dates indicated in the order confirmation or in the offer are only binding as fixed dates if this has been expressly confirmed in writing by MLOG Logistics. A subsequent change of agreed delivery dates is only permitted with the consent of MLOG Logistics. The consent must be granted in writing.
- 6.2. Compliance with delivery dates by MLOG Logistics is subject to the clarification of all the commercial and technical contractual details between the contracting parties and the correct fulfilment of the obligations to be fulfilled by the Customer, e.g. the timely handover of necessary documents, the obtaining of approvals, the carrying out of investigations, releases, compliance with the agreed terms of payment and the making of agreed down payments. If these preconditions are not duly fulfilled in a timely manner, the deadline for delivery and performance shall be extended to a reasonable extent if MLOG Logistics is not solely liable for such delay. The same shall apply if the Customer subsequently requests changes to the scope of delivery and services or if these subsequently become necessary (extension of delivery deadlines).
- 6.3. If no delivery date has been specified or if it has not been expressly designated as a binding delivery date, a delivery date cannot be reliably stipulated (e.g. in the event that the manufacturer or supplier has not indicated a delivery date). Should the notification of a delivery date fail to be issued within eight (8) weeks from receipt of the order confirmation or the conclusion of the contract, both parties shall be entitled to withdraw from the relevant (individual) contract with respect to the undeliverable goods (contractual right of withdrawal). The assertion of claims by the Customer against MLOG Logistics, in particular the assertion of claims for damages, is excluded in this respect.
- 6.4. Delivery dates will be postponed or extended to a reasonable extent in the event of unforeseen circumstances and obstacles to delivery within or outside Germany for which MLOG Logistics is not responsible, irrespective of whether these occur at MLOG Logistics, the manufacturer or the subcontractor; e.g. in the event of force majeure, pandemic restrictions, import and export restrictions, restrictions on the availability of energy, government measures or official orders, including those affecting suppliers. This also applies to industrial action affecting MLOG Logistics or its suppliers or manufacturers. This also includes difficulties in procuring raw materials and defective or delayed deliveries by manufacturers or suppliers due to force majeure. MLOG Logistics will notify the Customer immediately of the occurrence of such circumstances and agree a new delivery date. If the aforementioned circumstances cause the delivery date to exceed more than twelve [12] weeks beyond the deadline, both contractual partners shall

- be entitled to withdraw from the contract with regard to the affected scope of performance (**contractual right of withdrawal**). The assertion of claims against MLOG Logistics, in particular the assertion of claims for damages due to unforeseeable reasons for which MLOG Logistics is not responsible, is excluded.
- 6.5. If the Customer is in default of acceptance or culpably violates other duties to cooperate, the goods shall be stored at the cost and risk of the Customer. In this event, MLOG Logistics reserves the right to charge storage fees amounting to 0.5% of the invoice amount of the delivery item for each month or part thereof, with such fees not exceeding a total of 5%. The contracting parties reserve the right to prove higher or lower storage costs; the contracting parties reserve the right to prove a higher level of additional expenses (costs). MLOG Logistics may claim from the first month after notification that the goods are ready or ready for dispatch. Further claims due to default of acceptance remain unaffected.
- 6.6. If MLOG Logistics is in default of delivery, the Customer shall, at the request of MLOG Logistics, declare within a reasonable period of time whether they would like to proceed with delivery or assert their other statutory rights in accordance with the following nos. 6.7 and 6.8.
- 6.7. In the event of a delay in delivery, the Customer may only withdraw from the contract within the framework of the statutory provisions if MLOG Logistics is liable for such delay.
- 6.8. No. 11 of the GTC (Damages) shall apply to claims for damages by the Customer arising from a delay in delivery.
- 6.9. Partial deliveries and corresponding settlements are permitted unless they are unreasonable for the Customer.
- 7. Inspection of the goods and obligation for notification of defects**
- 7.1. Visible or recognisable defects in delivered goods must be reported by the Customer in writing without delay, at the latest within fourteen (14) calendar days after delivery of the goods, unless otherwise stated in the special provisions for services (Part B.). The Customer shall notify us in writing of any defects that are not recognisable immediately after the discovery of such. The date of receipt of the complaint by MLOG Logistics is decisive in each case. The notice of defect shall contain a description of the defect or, in the case of software, the time of occurrence of the defect and details of the circumstances in which it occurred. Claims for defects are excluded if the defect is not reported in a timely manner.
- 7.2. In the event of an unjustified notice of defect, MLOG Logistics shall be entitled to demand reimbursement of the expenses incurred by MLOG Logistics from the Customer, unless the Customer proves they are not liable with respect to the unjustified notice of defect (reversal of the burden of proof).
- 8. Assignment of claims**
- Claims of the Customer against MLOG Logistics may not be assigned to third parties or collected by third parties without the consent of MLOG Logistics (contractual prohibition of assignment).
- 9. Retention of title**
- 9.1. MLOG Logistics shall retain ownership of the delivered goods until all existing and future claims arising from the commercial relationship have been satisfied in full.
- 9.2. Insofar as maintenance and inspection work is required on the goods subject to retention of title, the Customer must carry this out in a timely manner and at their own expense.
- 9.3. The Customer may process the goods or combine such goods with other products within the scope of their normal commercial operations. The Customer hereby assigns co-ownership of the resulting products to MLOG Logistics as security for the claims specified in no. 9.1. The amount of the co-ownership share shall be determined based on the ratio of the value of the GOODS (calculated according to the final invoice amount including statutory VAT) and the product created by the processing or combination at the time of such processing or combination. The Customer shall store the products co-owned by MLOG Logistics free of charge as a secondary contractual obligation.
- 9.4. The Customer may resell the goods or products arising from such within the meaning of no. 9.3. above in the ordinary course of business against immediate payment or subject to retention of title. The Customer hereby assigns to MLOG Logistics all claims arising therefrom, including ancillary rights, to the full amount and, in the event of co-ownership, in proportion to the co-ownership share. The assigned claims serve to secure the claims of MLOG Logistics pursuant to no. 9.1. The Customer reserves the right to collect the assigned claims insofar as the Customer meets their payment obligations with respect to MLOG Logistics. If the Customer is in default of payment, they shall, at the request of MLOG Logistics, immediately inform MLOG Logistics in writing to whom the Customer has sold goods or products owned or co-owned by MLOG Logistics and to which claims the Customer is entitled from the proceeds of the resale. The Customer shall notify the respective debtors of the assignment, and shall issue MLOG Logistics, at its own expense, with publicly certified documents concerning the assignment of the claims. The Customer shall not be entitled to dispose of the goods or products to which MLOG Logistics retains title or co-ownership or of the claims assigned to MLOG Logistics in any other way than described above.
- 9.5. The Customer shall inform MLOG Logistics without delay of any seizures or other legal impairments of the goods or products or claims belonging in whole or in part to MLOG Logistics. The Customer shall bear all costs arising from the cancellation of such access by third parties to reserved or collateral property owned by MLOG Logistics, in particular in accordance with no. 9.1, and for the replacement of such property, insofar as they cannot be collected from third parties.
- 9.6. If the value of the securities existing for MLOG Logistics exceeds the claims by more than 10% in total, MLOG Logistics shall release securities to this extent at the discretion of MLOG Logistics.
- 10. Defects of quality and title (warranty)**
- 10.1. New goods**

- 10.1.1. **Material defects:** If the subject matter of the contract, which is new goods, or the work performance is defective even at the time of the transfer of risk, MLOG Logistics shall only be liable in accordance with the following provisions, to the exclusion of further claims, but subject to liability for damages pursuant to no. 11. of the GTC below:
- (1) MLOG Logistics shall, at its own discretion, rectify all defective parts of the subject matter of the contract free of charge or replace them free of defects (subsequent performance). In this respect, MLOG Logistics shall select a form of subsequent performance that is appropriate in view of the overall circumstances and proportionate in view of the associated costs. In the event of a replacement delivery, the Customer shall compensate MLOG Logistics for the use made of the replaced original delivery item (§§ 346-348 German Civil Code (BGB)).
 - (2) The place of performance for subsequent fulfilment is the agreed place of delivery of the subject matter of the contract. MLOG Logistics reserves the right to carry out repair work, if necessary, at the MLOG Logistics facilities. MLOG Logistics shall bear the cost of subsequent performance, including transport, travel, labour and material costs (including removal, installation or mounting within the meaning of §§ 439 para 3 German Civil Code (BGB), insofar as the subject matter of the contract was installed in or combined with another item owing to its nature and contractually intended purpose) up to the place of performance of the subsequent performance. In this respect, MLOG Logistics reserves the right to reduce the cost of subsequent performance (including removal, installation or mounting within the meaning of § 439 para 3 German Civil Code (BGB)) by carrying out all the work required itself insofar as this is reasonable for the Customer. MLOG Logistics reserves the right to refuse subsequent performance or the cost of subsequent performance insofar as these are associated with disproportionate costs within the meaning of § 439 para 4 German Civil Code (BGB). If the Customer has transported the subject matter of the contract to a location other than the contractually agreed place of performance and if this increases the expenses of subsequent performance, the additional cost shall be borne by the Customer based on the MLOG Logistics price list valid at the time of performance, which shall be presented to the Customer on request. Insofar as the Customer will bear additional costs incurred outside Germany, these shall be based on the charging rates applicable in the respective country.
 - (3) The Customer is only entitled to withdraw from the contract or to reduce the contract price due to a defect if MLOG Logistics - subject to the statutory exceptions - has permitted a set reasonable period for the rectification or replacement delivery to expire with no fruitful outcome, or if the subsequent performance has failed twice and the Customer cannot reasonably be expected to make a further attempt at subsequent performance. In these cases, the right of withdrawal is limited to defects that not only insignificantly restrict the fitness for use of the goods.
 - (4) Claims for damages can only be asserted in accordance with no. 10.1. et seq. of the GTC.
 - (5) Normal wear and tear of components or tools within the scope of the intended use shall not constitute grounds for claims for defects.
 - (6) The assertion of claims for defects is excluded insofar as the defect arises from the failure of the Customer to follow the installation or operating instructions, the failure to carry out the required maintenance of the subject matter of the contract or has carried out such maintenance contrary to the maintenance instructions (operating instructions). Replacement and wear parts manufactured or recommended by MLOG Logistics must always be used within the scope of maintenance.
- 10.1.2. **Defect of title:** Insofar as the subject matter of the contract violates industrial property rights or copyrights of third parties in Germany (defect of title), MLOG Logistics shall, at its own expense, acquire the right for the Customer to continue to use the goods or modify the purchased goods in a manner that is reasonable for the Customer such that any infringement of property rights shall cease. If this is not possible under economically feasible conditions or within a reasonable period of time, both the Customer and MLOG Logistics may withdraw from the contract (contractual right of withdrawal).
- The aforementioned obligations of MLOG Logistics are, subject to the provision on damages in no. 11 of the GTC, conclusive in the event of an infringement of property rights or copyrights and these only exist insofar as:
- the Customer has not contributed to an increase of the damage by a delayed notification of the asserted property right and copyright infringements;
 - the Customer supports MLOG Logistics to a reasonable extent to defend the asserted claims and enables MLOG Logistics to implement the measures to eliminate the infringement of the property right;
 - MLOG Logistics reserves the right to take all defensive measures, including out-of-court settlements; and
 - the defect of title or the infringement of rights is not based on a cause initiated by the Customer itself, in particular on a specification by the Customer or on the fact that the Customer has modified the subject matter of the contract without authorisation or has used it in a manner not in accordance with the contract.
- 10.1.3. **Obligation to issue notice of defects:** The exclusion of rights of the Customer owing to obvious or identifiable defects which were not immediately notified (§ 377 German Commercial Code (HGB)) remains unaffected (see also no. 7 of these GTC).
- 10.1.4. **Self-performance by the Customer to remedy defects / liability:** Should the Customer implement actions to remedy defects (self-performance) with the consent of MLOG Logistics which MLOG Logistics would be under an obligation to implement in accordance with the above provisions to remedy of defects, the Customer shall not be deemed to be a vicarious agent of MLOG Logistics in this respect. MLOG Logistics shall only be liable for the consequences of self-performance insofar as the Customer has acted in accordance with the instructions issued by MLOG Logistics. MLOG Logistics shall reimburse the Customer for the costs arising from self-performance up to the amount of the cost MLOG Logistics would have borne without self-performance by the Customer.
- 10.2. **Used goods (exclusion of liability for material defects and defects of title)**
- In the case of the purchase of used goods, liability for defects is excluded unless otherwise contractually agreed. Claims of the Customer due to fraudulently concealed defects or due to a guarantee of quality or durability assumed by the Customer shall remain unaffected at all times.

11. Liability / disclaimer.

11.1. Unless otherwise expressly stated in the respective contract or in the special provisions of the GTC (Part B.), MLOG Logistics shall only be liable for damages due to breach of contractual or non-contractual obligations under the following conditions:

- a. in the event of intent or gross negligence;
- b. in the event of culpable injury to life, limb or health;
- c. due to the assumption of a quality or durability guarantee;
- d. in the event of defects which MLOG Logistics has fraudulently concealed;
- e. in the event of a negligent or intentional culpable breach of material contractual obligations; material contractual obligations are obligations whose fulfilment is essential to the correct performance of the contract and on whose compliance the Customer may regularly rely;
- f. due to the mandatory liability under the Product Liability Act for personal injury or property damage;
- g. on the basis of other legally binding liability provisions.

10.3. However, damages for breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence or based on liability for injury to life, body or health or the assumption of a guarantee of quality.

10.4. Any further liability for damages apart from those stipulated in clause 11. is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, due to other breaches of duty or due to tortious claims for compensation for property damage pursuant to § 823 BGB (German Civil Code)

10.5. Insofar as liability for damages against MLOG Logistics is excluded or limited, this also applies to the personal liability for damages of employees, representatives and vicarious agents.

10.6. A change in the burden of proof to the detriment of the Customer is not associated with the above provisions.

11. Warranty period, limitation period

12.1. Unless otherwise contractually agreed, claims for material defects shall become statute-barred one year after the statutory commencement of the limitation period; in the case of purchase contracts, this shall be the delivery of the goods. This limitation does not apply to claims for damages based on breach of claims for subsequent performance in the event of defects by MLOG Logistics. Claims for damages due to supplementary performance that has been refused, may only be asserted within the statutory limitation period if the claim for supplementary performance has been asserted by the Customer within the reduced period for material defects.

12.2. Insofar as MLOG Logistics renders services for subsequent performance, the limitation period for claims for defects shall recommence if MLOG Logistics has unconditionally acknowledged the obligation for subsequent performance. An acknowledgement by MLOG Logistics of the obligation to provide subsequent performance shall, however, only cause the limitation period to recommence in respect of the acknowledged defects. In all other respects, the limitation period does not recommence with subsequent performance. Subsequent performance by MLOG Logistics as a gesture of goodwill does not constitute an acknowledgement of the claimed defects, such that the limitation period will not recommence.

12.3. Claims based on defects of title shall become statute-barred one year after the statutory commencement of the limitation period.

12.4. All contractual claims for damages shall become statute-barred one year after the start of the statutory limitation period.

12.5. In all other respects, the conditions of the special provisions shall apply (**Part B** of the GTC).

12.6. The statutory limitation periods for recourse claims based on supplier recourse (§ 445 b German Civil Code (BGB)), in the case of intent, in the event of claims under the Product Liability Act or in the case of work performance involving a building remain unaffected.

13. Changes to the GTC

13.1. MLOG Logistics is entitled to amend the GTC with a reasonable notice period of at least four [4] weeks insofar as this does not affect any essential provisions of the respective contractual relationship and this is necessary to adapt to developments which were not foreseeable at the time of the conclusion of the contract and where the lack of consideration for such would substantially disrupt the balance of the contractual relationship. Essential regulations are in particular those concerning the type and scope of the contractually agreed services and the term, including regulations on termination.

13.2. Changes will be communicated to the Customer by letter, email or fax. If the Customer does not object to the changes within four [4] weeks after receipt of the notification of the change or supplement, such changes or supplements will be included and enforced in accordance with the notification. If the Customer objects within the limitation period, the previous terms and conditions shall continue to apply. MLOG Logistics will stipulate this in the notification.

14. Place of jurisdiction and applicable law

14.1. All the legal relationships arising from this contract and the GTC and the preparation and execution of such shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2. The place of jurisdiction for any potential legal disputes arising from and in connection with contracts between the parties and these GTC is the court with jurisdiction at the registered office of MLOG Logistics. MLOG Logistics may also initiate legal proceedings at the Customer's place of business.

15. Language of the GTC and precedence of the German language version

These GTC were written in German. If these GTC are translated into other languages and made available to the Customer, the German language version shall take precedence in the event of differences in content between language versions.

16. Ineffective provisions

Should any individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected. The ineffective contractual provision shall be replaced by the corresponding statutory provision.

In addition, the provisions of the following pages shall apply to specific deliveries and services.

B. Special section

Terms and conditions that apply to specific deliveries and services of MLOG Logistics as a supplement to the general section.

I. Special provisions for machinery, mechanical equipment and spare parts (sale)

Provisions which, in addition to the general section, apply to the sale of machinery, mechanical equipment and spare parts (hereinafter: subject matter of the contract) and contracts for work and materials.

1. Scope of delivery and services

- 1.1 The scope of delivery and performance of the subject matter of the contract arises from the offer, the order confirmation, the respective performance definition, the product description and, if applicable, the supplementary operating instructions and other technically necessary documents. The product description and operating instructions are always written in the language of the manufacturer, unless otherwise contractually agreed with the Customer. The operating instructions for machines and machinery delivered within the EU / EEA shall also be supplied in the language of the place of commissioning / use.
- 1.2 If the delivery of the subject matter of the contract includes software that is absolutely necessary for its functionality, the Customer shall only receive a right to use this together with the subject matter of the contract. In addition, the special provisions for software (Part B II of the GTC) shall apply. Other software may be subject to specific provisions.
- 1.3 MLOG Logistics may request a third party to provide the services (hereinafter: external service providers). MLOG Logistics is liable for the performance of external service providers in the same way as for its own actions.
- 1.4 **Preliminary acceptance:** If, in the case of standard deliveries (EXW), a preliminary acceptance at the MLOG Logistics facilities or at another place of delivery is agreed prior to collection of the subject matter of the contract, a standard process defined by MLOG Logistics shall be carried out for a visual and functional test to prove functionality. A record of the preliminary acceptance shall be drawn up and signed by both parties (written form, § 126 German Civil Code (BGB)).
- 1.5 **Receipt / transfer:** The Customer may only refuse to accept delivery of the subject matter of the contract - without prejudice to other claims for defects - in the event of a material defect or a defect of title or if the subject matter of the contract is not in a condition that is free of defects; partial deliveries are generally permitted insofar as they are reasonable for the Customer. Details are regulated in Part A. no. 10. of the GTC (warranty).
- 1.6 **Shipment:** Insofar as MLOG Logistics is under an obligation to ship and transfer the subject matter of the contract from the means of transport to the place of installation, MLOG Logistics shall bear the risk of accidental deterioration or accidental destruction of the subject matter of the contract up to the place of installation as limited by the following **obligations to cooperate on the part of the Customer**: The Customer shall provide the necessary technical support at their own expense and ensure that the installation site is free of obstructions. The Customer's support in this respect must ensure that the services are provided without delay after the arrival of the subject matter of the contract at the place of installation and that an acceptance, transfer and, if necessary, installation and / or assembly and / or acceptance may be carried out by the Customer.
- 1.7 **Installation / assembly:** The obligation to install or assemble at the place of installation exists in addition to the shipment to the place of installation only if such obligation has been agreed. If this has been agreed, the performance obligations of MLOG Logistics and cooperation obligations of the Customer are as follows:
 - 1.7.1 MLOG Logistics generally prepares a schedule of delivery, installation and assembly times. The schedule will normally be presented to the Customer with the order confirmation, and contains anticipated date and time specifications, which are, however, non-binding. Binding dates must be stated in writing and expressly designated as such.
 - 1.7.2 The essential provision and cooperation obligations of the Customer, which must be considered by the Customer, are listed in the service definition and must be fulfilled by the Customer to carry out the installation and assembly (see also no. 1.7.4. below). Binding installation and / or provision times assume the timely and correct fulfilment of the Customer's obligations with respect to provision and cooperation.
 - 1.7.3 Installation and assembly will be carried out by qualified personnel provided by MLOG Logistics or external service providers.
 - 1.7.4 The Customer shall ensure that the obligations of provision and cooperation required for the installation and assembly of the subject matter of the contract are fulfilled prior to installation for the preparation and after installation or assembly. These obligations to cooperate include in particular the following technical support from the Customer:

- Transport of the installation / assembly parts at the installation site;
- Cleaning of the installation site in a timely manner prior to assembly or installation;
- Provision of a load-bearing setup space; the Customer must observe the technical specifications of MLOG Logistics for the installation (e.g. in the service definition or product description).
- Protection of the installation and assembly site and assembly materials from harmful influences of any kind;
- by arrangement with MLOG Logistics:
 - Provision, operation and maintenance of the essential devices and tools (e.g. crane, lifting platform or scissor lift) as well as the necessary commodities and supplies (e.g. underlays, none, lubricants, fuels, etc.);
- Provision of heating, lighting, site energy, water including the necessary connections;
- Provision of suitable, theft-proof recreation rooms and work rooms with sanitary facilities and first-aid provisions for the MLOG Logistics assembly personnel (technicians, etc.).
- Guarantee that qualified staff are available at the place of performance to provide support.
- Any cementing required under the installation or reinforcement of the steel scaffolding and inserting it into the ground after assembly, and any other necessary structural requirements to enable immediate installation or assembly.

If the Customer fails to provide the provision and cooperation required, fails to provide it on time or fails to provide it in the agreed manner, any consequences arising from such failure (e.g. delays, additional expenditure) shall be borne by the Customer.

- 1.7.5. MLOG Logistics has fulfilled the installation or assembly obligation once a functional test of the assembly or installation of the subject matter of the contract has taken place. MLOG Logistics is not liable for commissioning. Should the subject matter of the contract not be free of defects after installation / assembly, the Customer's obligation to issue notice of defects pursuant to **Part A no. 7** of the GTC (inspection of the goods and notice of defects) and the provisions on warranty in accordance with **Part A no. 10** of the GTC (warranty) shall apply accordingly.
- 1.8. **Acceptance:** Insofar as acceptance has been contractually agreed or acceptance is required in accordance with the statutory provisions, acceptance of the delivery item shall take place within the framework of a standard process defined by MLOG Logistics. In this respect, the following applies in particular:
- 1.8.1. The Customer is obliged to accept the goods once the functional test has been completed, unless a defect exists that impairs the functionality or the contractual use not merely insignificantly.
- 1.8.2. The Customer shall be obliged to accept parts insofar as parts of the subject matter of the contract can be used independently for the contractually agreed purposes and are ready for acceptance.
- 1.8.3. A record of the (partial) acceptance shall be created and signed by both parties (§ 126 German Civil Code (BGB)).
- 1.8.4. MLOG Logistics will notify the Customer of its readiness for acceptance; text form is sufficient for this purpose (e.g. letter or email). Immediately after acceptance, the Customer shall provide MLOG Logistics with a copy of the acceptance report; conspicuous defects shall be reported in writing without delay. If the Customer fails to comply with this obligation, any warranty claims shall lapse; in this respect **Part A no. 7** of the GTC (inspection of the goods and notification of defects) shall apply.
- 1.8.5. Acceptance shall also be deemed to have taken place if the Customer fails to declare acceptance within a reasonable period set by the Customer or refuses to do so even after repeated requests by MLOG Logistics, or
- the commissioning and / or functional test has been delayed without significant cause and the Customer has been given a reasonable period to cooperate, which has elapsed without a fruitful outcome, or
 - the operational and / or economic use and / or usage of the subject matter of the contract begins (e.g. after the commissioning of the subject matter of the contract).
- 1.9. **Instruction:** If instruction has been contractually agreed with MLOG Logistics, the Customer will simultaneously be instructed in the operation of the subject matter of the contract on site.

2. Impediment to performance (supplemented Part A. no. 6 of the GTC)

The following shall apply in the event of impediments to performance during the delivery of the subject matter of the contract or the performance of services within the scope of the sale and delivery of the work product:

- 2.1. **Impediments on the part of the Customer**
- 2.1.1. The Customer must immediately rectify any unforeseen impediments or technical disruptions in the Customer's scope of responsibility, in particular with respect to the Customer's obligations to cooperate, which could impair, delay or render impossible the provision of services by MLOG Logistics. In this case, the delivery periods will be suspended for a reasonable period and the provision in **Part A. no. 6.4** of the GTC on the extension / postponement of delivery dates shall apply.
- 2.1.2. Should additional services be required over and above those contractually agreed by MLOG Logistics (additional services) due to unforeseen obstacles, events or technical disruptions in the Customer's scope of responsibility, MLOG Logistics shall receive separate remuneration; invoicing shall be carried out on an hourly basis for work performance in accordance with the MLOG Logistics price list valid at the time of performance. The Customer shall pay this remuneration in addition to the remuneration owed under the contract. MLOG Logistics reserves the right to assert claims for damages beyond this remuneration. This payment obligation shall not apply if MLOG Logistics or its external service providers are liable for the additional services arising from impediments to performance or delays.

- 2.1.3. If unforeseen impediments, events or technical faults within the Customer's scope of responsibility and for which the Customer is responsible result in waiting times during which MLOG Logistics is prevented from continuing to provide the contractual services (downtime), the Customer must compensate MLOG Logistics for such downtime after deducting any costs saved and income from any other activities. This applies accordingly if MLOG Logistics has commissioned external service providers to provide services. This shall not apply if MLOG Logistics or its external service providers are liable for the delay. If the performance of the services is delayed for reasons for which neither MLOG Logistics nor the external service provider commissioned by MLOG Logistics is responsible, MLOG Logistics may set a reasonable deadline for the removal of such impediments. Otherwise, Part A. no. 6.4. of the GTC shall apply.

3. Export

The import, export or other transfer of the delivery item or individual components may be subject to a domestic or foreign certification requirement under specific conditions.

The Customer is responsible for obtaining the necessary official permits in a timely manner, unless a different contractual provision has been agreed. The Customer shall be liable for any delays in this respect.

As machinery and mechanical equipment are typically supplied with software, and additional services may be incurred or ordered separately, the following supplementary provisions for software and assembly / maintenance and additional services must be observed.

II. Special provisions for software

Provisions applicable to the sale of software in addition to the general section.

1. Services and delivery

- 1.1. Insofar as the scope of delivery includes software (hereinafter also referred to as: the subject matter of the contract), the scope of delivery and performance of the software and the approved operating environment arise from the contract, the respective service definition and, where applicable, the respective performance specification, the product description and, if necessary, additionally from the operating instructions (application documentation). The product description and operating instructions (application documentation) are always written in the language of the manufacturer, unless otherwise contractually agreed with the Customer. The operating instructions (application documentation) shall also be prepared in the language of the place of commissioning / use for software contained in machinery and mechanical equipment supplied within the EU / EEA.
- 1.2. The software is generally supplied on a suitable data carrier in machine-readable form as object code. The same applies to the operating instructions (application documentation). If the software is integrated into hardware or machines or mechanical equipment or individual components or will be installed on the Customer's external IT systems (e.g. on virtual platforms), the handover shall take place with the activation of the software or by the installation of the software by MLOG Logistics.
- 1.3. The Customer shall grant MLOG Logistics remote access to its systems and / or the machine / machinery, should this be necessary to deliver, install and / or use the software. If remote access is not possible, MLOG Logistics will be deployed on site, which will be remunerated separately by the Customer.

2. Obligations (to cooperate) on the part of the Customer

- 2.1. The Customer shall indemnify MLOG Logistics against claims by third parties based on or with the approval of the Customer's unlawful use of the software and the services associated therewith, or arising in particular from copyright or other legal disputes associated with the use of the software. The Customer shall immediately notify MLOG Logistics in writing if any third parties assert the infringement of their rights against the Customer. The Customer shall not acknowledge the infringement alleged by third parties and shall either allow MLOG Logistics to handle any dispute or conduct it only in agreement with MLOG Logistics.
- 2.2. Under no circumstances should any copyright notices, serial numbers and other features that serve to identify the program be removed or changed. The same applies to a suppression of the on-screen display of the corresponding features.
- 2.3. No. 1.3. above shall apply with respect to remote access.

2. Rights of use

- 2.1. MLOG Logistics is entitled to the rights to the subject matter of the contract (software).
- 2.2. Upon full payment, MLOG Logistics shall grant the Customer a non-exclusive and non-sublicensable right of use for an unlimited period on the operating systems described in the contract for use in the context of the use of the subject matter of the contract (e.g. operation of an electronic high-bay racking and storage system), provided that no other intended use has been agreed. The Customer may be granted contract-specific limited rights of use ("licence rights") with the consent of MLOG Logistics.
- 2.3. The Customer may make a full copy of the software for backup purposes. The Customer shall mark such copy as a backup copy, and it will be marked with the copyright notice of the original data carrier. Furthermore, the Customer is not entitled to copy the software. Partial reproduction of the written material for internal purposes is permitted insofar as this is necessary for the intended use of the software. Any additional manuals required must be obtained from the manufacturer.
- 2.4. When reselling the software, the Customer may transfer rights to the software and the user manual to the same extent as they are transferred to the Customer to fulfil the contract for the use of the software. The Customer shall hand over any copies of the program

- or destroy copies that have not been handed over and the Customer shall contractually oblige the third party to use the software and the user manual only to the extent of these contractually granted rights of use.
- 2.5. Unless expressly permitted under copyright law or by contract, the Customer may not reverse engineer, disassemble or decompile the software or commission such actions by third parties.
- 2.6. Moreover, the Customer is not permitted to allow third parties to use the software. The restrictions or licence descriptions stated in the order confirmation or the offer, if any, shall apply with respect to internal use at the Customer's premises. For each culpable case in breach of contract of enabling third parties to use the software and the user manual, of making an unauthorised copy or of using the software on additional computers, the Customer shall in each case pay damages in the amount of the purchase price. The compensation will be set at a higher or lower amount if MLOG Logistics is able to prove a higher level of damage or the Customer can prove a lower level of damage. MLOG Logistics reserves the right to assert further claims for damages.
- 2.7. Upon request, the Customer shall provide MLOG Logistics with all the information required to assert claims against third parties, in particular the name and address of such third parties, and the nature and extent of the Customer's claims against such third parties arising from the unauthorised transfer of the software program.

3. Defects of quality and title (warranty)

- 3.1. Should the software exhibit defects at the time of the transfer of risk which impair its contractual use to a more than insignificant extent, MLOG Logistics shall be liable for material defects only in accordance with the following provisions, to the exclusion of further claims, but subject to liability for damages in accordance with **Part A. no. 11.** of the GTC.
- 3.1.1. MLOG Logistics guarantees that the subject matter of the project fulfils the functions described in the relevant documentation.
- 3.1.2. If the software is defective, the Customer may, at the discretion of MLOG Logistics, demand rectification of the defect or a new delivery (subsequent performance). With respect to software defects, MLOG Logistics may therefore provide a new change status of the software for rectification. MLOG Logistics shall provide an interim solution to circumvent the defect if this is possible and reasonable for MLOG Logistics and at a reasonable cost, until a new change status is available.
- 3.1.3. The Customer shall grant MLOG Logistics-remote access to the necessary IT systems or the machines / machinery to fulfil its obligations to rectify the software defect.
- 3.1.4. The place of performance for subsequent fulfilment is the agreed place of delivery of the subject matter of the contract. MLOG Logistics may remedy faults via remote access as far as technically possible. The technical equipment required for remote access (e.g. Internet connection) does not form part of this contract. MLOG Logistics reserves the right to put the machine or machinery out of operation during the rectification work.
- 3.1.5. The Customer may only demand a reduction of the remuneration for an only insignificant deviation from the agreed quality. No claims shall arise for material defects for an insignificant deviation of the performance of MLOG Logistics from the contractually agreed quality that does not restrict the functional capability.
- 3.1.6. The Customer shall bear the costs incurred if MLOG Logistics has provided services to search for a defect after notification of a malfunction, and no material defect exists. The costs shall be calculated based on the MLOG Logistics remuneration rates applicable at the time the service is provided.
- 3.1.7. The liability for material defects shall expire for services provided by MLOG Logistics that have been amended or manipulated in any other way, unless the Customer proves that the intervention is not the cause of the defect. Liability for material defects shall also expire if the Customer fails to immediately notify MLOG Logistics in writing of a defect after it has become apparent, or if the service is not used under the contractually agreed conditions in accordance with the documentation.
- 3.1.8. The Customer must describe the defect sufficiently such that it can be determined by MLOG Logistics and rectified accordingly.
- 3.2. Claims by the Customer for expenses incurred for subsequent performance, in particular transport, labour and material costs, are excluded insofar as the costs are increased because the subject matter of the contract was subsequently taken to a place other than the contractually agreed destination or place of installation.
- 3.3. **Claims of the Customer due to a material defect shall become statute-barred one year after the statutory commencement of the limitation period; in the case of purchase contracts, this shall be the date of delivery of the item.** This limitation period shall not apply to claims for damages based on a breach of supplementary performance claims by MLOG Logistics for defects. Claims for damages based on a refused subsequent performance may only be asserted within the statutory limitation period if the claim for subsequent performance has been asserted by the Customer within the reduced period for material defect claims.
- 3.4. **Defect of title** A defect of title shall be deemed to exist if the rights required for the contractually intended use are not effectively granted after the software has been delivered. In the event of defects of title, MLOG Logistics shall provide a warranty and shall grant the Customer, at the discretion of MLOG Logistics, a legally flawless right to use the software or shall take the software back at the invoice price less reasonable compensation for use. The latter is only permitted if MLOG Logistics cannot reasonably be expected to take other remedial action. **Claims of the Customer for a defect of title shall lapse one year after the statutory commencement of the limitation period.**
- 3.5. Claims of the Customer due to fraudulently concealed defects or owing to a guarantee of quality or durability assumed by the Customer shall remain unaffected at all times.

4. Export

The import, export or other transfer of the delivery item or individual components may be subject to a domestic or foreign certification requirement under specific conditions. The Customer is responsible for obtaining the necessary official permits in a timely manner, unless a different contractual provision has been agreed. The Customer shall be responsible for any delays in this respect.

III. Special provisions for assembly, repair and other services

Provisions that apply to works and services in addition to the general section.

1. Scope of delivery and services

- 1.1. The scope of delivery and services for assembly, repair and other services (hereinafter also referred to as: services or performance of services) arises from the contract and the provisions in the definitions of service and price lists, the technical essentials, the specified service intervals, service times and the contractually agreed scope of the services. These regulate the services and works.
- 1.2. MLOG Logistics reserves the right to provide the services through third parties as external service providers. MLOG Logistics is liable for the performance of external service providers in the same way as for its own activities.

1.3. Work performance

- 1.3.1. MLOG Logistics shall provide services including repair, recommissioning, modernisation and assembly services, maintenance of mechanical equipment, software development and other services which are to be qualified as work performance within the scope of the existing technical and operational possibilities and in accordance with the contractual agreement. The services are based on the current state of the art at all times.
- 1.3.2. If the agreed work performance is software development, the scope of performance shall include a copy of the software in object code and operating instructions (application documentation).

1.4. Services

- 1.4.1. MLOG Logistics also provides services based on a contractual agreement, including training and consultancy and other support services (e.g. concept creation) for the Customer, which will be categorised as services.
- 1.4.2. These services of MLOG Logistics are provided exclusively to support the Customer in projects which the Customer carries out under the Customer's sole responsibility.
- 1.4.3. MLOG Logistics assumes no responsibility for any particular outcome in connection with the provision of the services.

2. Deadlines for the performance of services, delay in delivery (supplemented by Part A. no. 6 of the GTC)

- 2.1. Information on deadlines for the performance of the services of MLOG Logistics are, in principle, not binding deadlines for such performance, unless these have been expressly stipulated as binding in the contract. Binding deadlines for performance shall be agreed in writing.
- 2.2. Compliance with a binding deadline for performance shall be deemed to have fulfilled if the subject matter of the contract (e.g. machine or mechanical plant) forming the subject matter of the services, is ready for acceptance or receipt by the Customer upon expiry of such deadline.
- 2.3. MLOG Logistics may request an extension to the binding deadlines for performance, insofar as MLOG Logistics is not responsible for failing to meet the deadline or date.
- 2.4. In other respects **Part A no. 6** of the GTC (delivery and performance date) shall apply, and in the event of default the following no. 6 (default) shall apply.
- 2.5. **Services that cannot be performed:** If additional services are required over and above those contractually agreed by MLOG Logistics due to unforeseen impediments, events or technical disruptions within the scope of the Customer's liability (additional services), MLOG Logistics shall receive separate remuneration; for work performance, invoicing shall be on an hourly basis in accordance with the MLOG Logistics price list valid at the time of performance; the Customer shall pay this remuneration in addition to the contractually agreed remuneration. MLOG Logistics reserves the right to assert claims for damages beyond this. The obligation to pay does not apply if the additional services arising from impediments to performance or delays for which MLOG Logistics or its external service providers are liable.

3. Acceptance for work performance

- 3.1. MLOG Logistics may provide partial deliveries or partial performance for acceptance (partial acceptance) for work performance. This includes standalone phases to fulfil the specified phases or deliverables, standalone and therefore functional parts, standalone documents or parts of documents.
- 3.1. The Customer shall immediately carry out and declare any acceptance (partial acceptance) of the services provided by MLOG Logistics. MLOG Logistics reserves the right to participate in any acceptance test.
- 3.2. The acceptance of software is carried out through a functional test. This shall be deemed successful if the test procedures agreed for this purpose detect no significant deficiencies.
- 3.3. Acceptance shall be deemed to have taken place if no notice of significant defects is issued within thirty calendar days or a period that may have been agreed for acceptance, after provision for acceptance (partial acceptance), or if the Customer accepts the work results into its production operations.

4. Obligations (to cooperate) on the part of the Customer

- 4.1. The Customer shall ensure that all the necessary provision and cooperation services are provided in a timely manner, to the extent required and free of charge.
- 4.2. The Customer shall provide employees of MLOG Logistics with all necessary support during their work activities at the Customer's premises. The Customer's technical support actions include in particular:
- Transport of the installation / assembly parts at the installation site;
 - Cleaning of the installation site prior to installation;
 - Provision of a load-bearing setup space; in this respect, the Customer shall observe the technical specifications stipulated by MLOG Logistics attached (e.g. in the service definition and product description).
 - Protection of the installation and assembly site and assembly materials from harmful influences of any kind;
 - by arrangement with MLOG Logistics:
 - Provision, operation and maintenance of the essential devices and tools (e.g. crane, lifting platform or scissor lift) as well as the necessary commodities and supplies (e.g. underlays, none, lubricants, fuels, etc.);
 - Provision of heating, lighting, site energy, water including the necessary connections;
 - Provision of suitable, theft-proof recreation rooms and work rooms with sanitary facilities and first-aid provisions for the MLOG Logistics assembly personnel (technicians, etc.).
 - Guarantee that qualified staff are available at the place of performance to provide support.
 - Any cementing required under the installation or reinforcement of the steel scaffolding and inserting it into the ground after assembly, and any other necessary structural requirements to enable immediate installation or assembly.
- 4.3. Data carriers provided by the Customer must be free from defects in terms of content and technology. If this is not the case, the Customer shall compensate MLOG Logistics for all damages arising from the use of such data carriers and shall indemnify MLOG Logistics against all third-party claims. Should the Customer fail to provide cooperation, fails to provide it in a timely manner or in the manner agreed, the consequences arising therefrom (e.g. delays, additional expenses) shall be borne by the Customer.

5. Remuneration and due date / price increase

- 5.1. Remuneration and ancillary costs are always net prices plus the statutory taxes and duties. The remuneration and ancillary costs and the calculation bases for such shall be taken from the respective current MLOG Logistics price lists / charge rates for the domestic market and outside Germany. MLOG Logistics supplies the respective valid price lists / charge rates with the order confirmation or in the offer.
- 5.2. **Monthly prices** are payable pro rata for the remainder of the month, commencing on the day the service is provided. These prices are payable monthly in advance thereafter. If the price is calculated for part of a calendar month, it shall be calculated pro rata for each day. A full monthly price will be charged if the Customer terminates the contractual relationship before the end of a month; this shall not apply in the event of termination for good cause.
- 5.3. If the **remuneration is calculated** on time and materials, this shall be based on the prices / charging rates of MLOG Logistics generally applicable at the time of conclusion of the contract, unless otherwise agreed between the parties. The calculation of the remuneration for work performance shall be on an hourly basis. In this case, MLOG Logistics shall document the type and duration of the activities and will attach such document to the invoice as an annex.
- 5.4. If **fixed price remuneration** has been agreed, MLOG Logistics is entitled to payments on account for standalone parts of the work. Interim payments for services rendered shall be due after completion of the following project phases:
- Start of the contract
 - First partial delivery
 - Provision for operational and / or economic use
 - Acceptance
- 5.5. In addition to the remuneration, MLOG Logistics shall charge travel expenses incurred monthly in arrears. Travel time will be charged based on the agreed hourly rate. If the working time or travel time is outside normal working hours, the following surcharges shall be levied on the remuneration per working hour: 60% on weekdays (Monday to Friday) from 0:00 to 6:00 am and from 10:00 pm to 0:00 pm and 25% between 4:00 pm and 8:00 pm. The surcharge rate is 60% on Saturdays, 100% on Sundays and 150% on public holidays. Additional surcharges will be incurred arising from the respective valid price lists / charge rates where applicable.
- 5.6. The invoice amount must be paid into the account specified in the invoice. It must be credited no later than on the 10th (tenth) day after receipt of the invoice.
- 5.7. The MLOG Logistics price lists / charge rates do not include assembly equipment such as tools, devices and instruments and the auxiliary personnel required. If assembly equipment and auxiliary personnel are required to perform the services, these will be charged separately by MLOG Logistics. Material costs for materials used for services (e.g. spare parts, wearing parts) will be invoiced based on the MLOG Logistics price list valid at the time of service and indicated separately in the invoice. Where necessary, MLOG Logistics will submit a separate offer to the Customer for additional services required.
- 5.8. As a matter of principle, the price lists or charging rates valid at the time the order is placed or the contract is concluded shall apply. If MLOG Logistics intends to increase prices during an ongoing contract (e.g. service or maintenance contract), the Customer will be notified of the changes in text form (e.g. by letter or email) at least six weeks before the increases take effect. The amendments shall become part of the contract on the date they come into effect under the following conditions:
- MLOG Logistics reserves the right to unilaterally change the prices in favour of the Customer, provided that such change is reasonable for the Customer, taking into account the interests of MLOG Logistics.

- In the event of price increases within the scope of service contracts concluded over a specific period of over 5%, the Customer shall be entitled to terminate the contract in text form without observing a notice period at the time the changes take effect. The Customer shall be expressly notified of the right of termination in the notice of change.
 - Irrespective of these provisions, MLOG Logistics may adjust the VAT accordingly at the time of the respective change in the event of an increase in statutory VAT and obliged to adjust it in the event of a reduction. The Customer has no right of termination in the event of this adjustment.
- 6. Default**
- 6.1. MLOG Logistics may terminate the contractual relationship without notice if the Customer is in default of payment of the remuneration or a not insignificant part of the remuneration for two consecutive months.
- 6.2. MLOG Logistics reserves the right to assert further claims due to arrears in payment.
- 7. Defects of quality and title for work performance**
- 7.1. MLOG Logistics shall only be liable for material defects in contractual services in accordance with the following provisions, to the exclusion of further claims, but shall be subject to liability for damages in accordance with **Part A. no. 11.** of the GTC.
- 7.1.1. If the performance of the services is defective in a way that not only insignificantly impairs the use of such in accordance with the contract, the Customer shall first have the right, at the discretion of MLOG Logistics, to rectification of the defect or to a new delivery (subsequent performance). If, after an initial request, the Customer has set MLOG Logistics a reasonable deadline for subsequent performance and MLOG Logistics refuses to provide subsequent performance or if such subsequent performance fails, the Customer shall retain the right, with regard to the rectification of defects, to demand either the cancellation of the contract or a reduction in payment. In the event of an insignificant deviation of the performance that does not restrict the functional capability, the Customer may only demand a reduction in the remuneration.
- 7.1.2. The elimination of defects in software is carried out at the discretion of MLOG Logistics by providing a new change status of the software or by circumventing the error. MLOG Logistics shall provide an interim solution to circumvent the defect, if this is possible and reasonable for MLOG Logistics with reasonable effort, until a new change status is available.
- 7.1.3. The place of performance of the supplementary performance is the place of performance.
- 7.1.4. The Customer shall bear the costs incurred if MLOG Logistics has provided services to search for a defect after notification of a malfunction, and no material defect exists. The costs shall be calculated based on the MLOG Logistics remuneration rates applicable at the time the service is provided.
- 7.1.5. The liability for material defects shall expire for services provided by MLOG Logistics that have been amended or manipulated in any other way, unless the Customer proves that the intervention is not the cause of the defect. Liability for material defects shall also expire if the Customer fails to immediately notify MLOG Logistics in writing of a defect after it has become apparent, or if the service is not used under the contractually agreed conditions in accordance with the documentation. The provision in **Part A no. 7** of the GTC (inspection of goods and notification of defects) shall apply accordingly.
- 7.1.6. The Customer must describe the defect sufficiently such that it can be determined by MLOG Logistics and rectified accordingly. Furthermore, the Customer must provide MLOG Logistics with the documents for inspection that required to rectify the defects.
- 7.2. **Defect of title:** A defect of title shall be deemed to exist if the rights required for the contractually intended use are not effectively granted after the software has been delivered. In the event of defects of title, MLOG Logistics shall provide a warranty and shall grant the Customer, at the discretion of MLOG Logistics, a legally flawless right to use the software or shall take the software back at the invoice price less reasonable compensation for use. The latter is only permitted if MLOG Logistics cannot reasonably be expected to take other remedial action.
- 8. Limitation period:** The Customer is entitled to warranty claims against MLOG Logistics for one year from the start of the statutory limitation period; for contracts for work and services, this is the acceptance of the service. This limitation period shall not apply to claims for damages based on a breach of supplementary performance claims by MLOG Logistics for defects. Claims for damages based on a refused subsequent performance may only be asserted within the statutory limitation period if the claim for subsequent performance has been asserted by the Customer within the reduced period for material defect claims.
- 9.** The provisions of Part A. no. 11. of the GTC (liability / exclusion of liability) apply to any claims for damages.
- 10. Term and termination of service contracts**
- If no specific contractual term is stipulated in the contract, the contract may be terminated by either contracting party with a notice period of 3 (three) months to the end of a calendar quarter. Notice of termination must be issued in writing
- 11. Export**
- The import, export or other transfer of the delivery item or individual components may be subject to a domestic or foreign certification requirement under specific conditions. The Customer is responsible for obtaining the necessary official permits in a timely manner, unless a different contractual provision has been agreed. The Customer shall be liable for any delays in this respect.

