

GENERAL TERMS AND CONDITIONS FOR SALES OF SSI SCHAEFER SIA

1 - General

1. With reference to and subject to this quotation, offer and/or this order confirmation (as the case may be), these General Terms and Conditions (hereinafter referred to as the "**GTC**") govern either: (i) the design, planning, delivery, installation and commissioning of the construction works and systems for the respective (automated) logistic system and/or warehouse by us as well as any other such contractual performance (hereinafter referred to as "**Contract for Work and Services**"); or (ii) our supplies of products - any (parts of) product(s), spare parts, components for maintenance - (hereinafter referred to as "**Contract for Sale**"). You and we are hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**".
2. Unless otherwise agreed mutually in "**writing**" (means the document must be signed by both Parties in person by means of autograph signatures) and not stated otherwise within following specified clauses in this clause 1.2, following specified clauses in this clause 1.2 are compelling and therein stated topics are regulated conclusively and exclusively by these GTC, this is, overruling and overriding any other contractual provision so as if the following specified clauses were the sole and decisive contractual content regarding the respective topic hereof: 1.2 -1.3, 3.2, 4.1 - 4.5, 7, 8, 9, 11, 12, 13 and 14.
3. In the event of any contradictions, inconsistencies, ambiguities or doubts among or between provisions of these GTC and any provisions in other documents such as, but not limited to, request for quotation, quotation, offer and/or order confirmation, these GTC shall prevail. Further, any of your general terms and conditions are excluded and not applicable; in particular they shall not be deemed tacitly accepted by conclusive behavior in such a way that you recognizably refer to any general terms and/or conditions and we do not object to their validity.
4. All our quotations and/or offers are non-binding unless explicitly stated as binding.
5. Unless otherwise agreed, the Contract for Work and Services and Contract for Sale are only concluded by our order confirmation.
6. Without prejudice to clause 1.2 of this GTC, the Contract for Work and Services, Contract for Sale and this GTC may not be altered, modified, supplemented or amended except by mutual agreement between the Parties in writing or in "**text form**" (means by telegram, telex, facsimile or by e-mail).
7. Insofar as individual provisions of these GTC are found to be invalid or unenforceable in whole or in part or become invalid and/or unenforceable due to changes in legislation after conclusion of the contract between the Parties, this does not affect the remaining provisions of the GTC or the validity of these GTC as a whole. The invalid or unenforceable provision shall be replaced by a valid and/or enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision. In the event of omissions found in the GTC, those provisions shall be deemed to have been agreed which correspond to the meaning and purpose of these GTC and would have been agreed in good faith if the Parties had considered such omissions when concluding the contract.
8. In cases of inconsistencies, discrepancies, ambiguities or doubts between the two versions, the English version of the present GTC shall prevail over the Latvian version.

2 - Price and Payment Provisions

1. Unless otherwise stated in this quotation, offer and/or this order confirmation (as the case may be), (i) prices are net prices, (ii) prices are EXW (Incoterms 2020), (iii) you shall bear any taxes (e.g. applicable value-added tax, import tax and other local taxes), and (iv) you shall bear any public charges, such as in particular customs duties that may arise in connection with the import.

2. Unless otherwise stated in this quotation, offer and/or this order confirmation (as the case may be), any invoice shall be due for payment without any deductions within 14 (fourteen) days as of the date of the invoice receipt. If payment has not been received within this payment period, you shall be in default of payment. In this case, we shall be entitled to demand default interest for late payment in the amount of 9 (nine) percentage points above the statutory base rate of the European Central Bank (without prejudice to other rights and/or remedies). Payments shall not be deemed received unless they are at our disposal in our bank account in freely available funds. We only accept bank transfers.

3 – Performances, Suspension and Extension of Deadlines

1. Our (timely) performance is subject to and depending on the (timely and proper) performance of your obligations and/or obligations to cooperate.

2. In case (i) you don't meet (in a timely and proper manner) your obligations and/or obligations to cooperate, and/or (ii) we are unable to perform (in a timely and proper manner) without fault of our own, and/or (iii) official and/or legal requirements change after the conclusion of the contract, and/or (iv) if you request the suspension of contractual performance and we agree to this, we shall not be in delay and/or default with our (corresponding) performance obligations, and we shall be entitled to reasonable extensions of the deadlines, a reasonable period of time for resumption of the performance and to a compensation for any additional costs and/or damage (without prejudice to other rights and/or remedies). In case you fail to meet your payment obligations we in addition to the latter shall be entitled, after expiration of a remedy period of at least ten (10) calendar days without success, to suspend or restrict our contractual performance obligations until we have received the corresponding payments (without prejudice to other rights and/or remedies).

3. In case of a Contract for Work and Services, we hereby particularly emphasize that our contractual performance, any deadlines and time schedules are subject to the condition that your on-site services as well as any other (cooperation) obligations - including, but not limited to, any permits, certificates, authorizations and any other provisions and approvals under building law (e.g. building permit, operating permit), visas, consents, sheets and any other requirements for our performance of services under the applicable law in each case, have been fulfilled by you in a timely and proper manner, respectively are complied with (e.g. the availability of an installation site appropriate to the contractual requirements and the provision of personnel or appropriate facilities, like a paved access route for trucks).

For clarification, we would like to point out that construction work, such as shelving system, to be provided by us, may be subject to regulatory approval. It is your responsibility to check whether approvals are required and to obtain the approvals prior to our contractual performance.

The same applies for checking and taking responsibility whether the ground can bear the respective loads and has the required evenness. Prior to our providing of our contractual performance, you are responsible

for the verifiable statics, in particular you are responsible for questioning and checking the respective statics requirements.

If required, we are glad to offer an optional verifiable structural analysis, which is always calculated based on a standard inspection by the relevant authorities. If the authorities require additional technical information, this will be processed and invoiced on an hourly basis.

4 - Contract of Work and Services: Acceptance and Risk Provisions

1. You shall declare acceptance, if the respective work offered by us to you for acceptance is free from material defects, i.e., suitable for commercial use. Acceptance cannot be refused due to immaterial defects.
2. If the respective work is free from material defects, you shall declare acceptance by signing an acceptance protocol within five (5) working days after our request for acceptance. If, despite our request, you do not declare acceptance within ten (10) working days or if you refuse acceptance without stating a material defect, acceptance shall be deemed to have taken place.
3. Any commercial use and/or commissioning prior to acceptance requires our previous consent in writing.
4. The risk of accidental loss and accidental deterioration of delivered goods that do not require assembly or installation shall pass to you upon fulfillment of the respective performance obligations in accordance with the respective agreed Incoterm or, at the latest, upon delivery to you. Regarding deliveries that require assembly or installation, the risk of accidental loss and accidental deterioration shall pass to you upon the occurrence of one of the following events, whatever occurs earlier: Acceptance, commercial use or commissioning.
5. Unless otherwise agreed to in writing or text form, upon the start of commercial use and/or commissioning, acceptance shall be deemed to have taken place.

5 - Contract of Sale: Risk Provisions

1. The risk of accidental loss and accidental deterioration shall pass to you upon fulfillment of the respective performance obligations in accordance with the respective agreed Incoterm or, at the latest, upon handover to you.
2. Insofar as you are in default of acceptance of goods or the delivery is delayed at your request, we shall be entitled to charge reasonable storage costs (without prejudice to other rights and/or remedies) and the risk of accidental loss and accidental deterioration shall pass to you.

6 - Assignment, Set-Off, Right of Retention, Retention of Title

1. You may only assign the Contract of Work and Services or the Contract of Sale (fully or partly) or claims arising therefrom with our prior consent in writing.
2. You shall not be entitled to set off any claim or to any rights of retention unless such claim is undisputed or has been finally determined by a court of law.
3. Goods delivered and works and services performed by us shall remain our property until any of the respective contractual payments has been received in full.

7 - Change Requests

You may request changes to the Contract of Work or the Contract of Sale at any time, but these shall only be effective if they have been agreed between you and us in writing or in Text Form. In any case and without giving reasons, we shall have the right to reject a change request. You shall not have any right to unilaterally instruct contractual changes.

8 - Force Majeure

Except for any payment obligations, neither Party shall be considered to be in default or in breach of their contractual obligations to the extent that performance of such obligations is prevented by any circumstances of Force Majeure. The affected Party shall be granted any extension of time required by reason of an event of Force Majeure, including any related delay and the project schedule shall be adjusted as necessary to compensate for such delay. If the COVID-19 crisis, or any other disease, epidemic, or pandemic leads to new or reinforced measures after conclusion of the contract that are causing delays, the Parties agree that this clause shall apply.

“Force Majeure” for purposes of these GTC means any event beyond the reasonable control of the affected Party, and which prevents, hinders, or delays performance notwithstanding the exercise of reasonable care by the affected Party and shall include for the purpose of these GTC in particular the following:

- (i) war, hostilities, or similar circumstances (whether a state of war be declared or not), invasion, act of foreign enemy, requisition and civil war;*
- (ii) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion or disorder, threat of terrorism and terrorist acts, any government, official or international sanctions, trade embargo or boycotts or restrictions on the transport of personnel, equipment, supplies or raw materials, governmental travel warnings or safety issue affecting the transport or availability of personnel to be dispatched on site;*
- (iii) confiscation, nationalisation, mobilisation, commandeering, or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local, state, or national government or authority;*
- (iv) failing to issue or delays in issuing any required import or export permit, authority, license, permit, visa, or authorisation duly applied for;*
- (v) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage, or restriction of power supply;*
- (vi) earthquake, landslide, volcanic activity, fire, explosion, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, drought or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster either at the site or along the transportation route or any natural event;*
- (vii) shortage of labor, supplies, components, transport, raw materials, or utilities (including in relation to any subcontractors or suppliers);*

(viii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

(ix) global health emergency, pandemic, or epidemic (including but not limited to pandemic and epidemic situations due to SARS Corona and/or similar viruses or diseases) as well as any official measures or health and safety Requirements imposed as a result thereof, including any measure taken by local, national, federal or European authorities, or the World Health Organisation; as well as

(x) cyberattacks or the like, and the resulting shutdowns.

9 - WAMAS® End User License Agreement and Data Protection

Provided the WAMAS® standard software is contractual scope, the terms of such license are being set forth in the WAMAS® End User License Agreement available at

[WAMAS End User License Agreement \(EULA\) | SSI SCHÄFER \(ssi-schaefer.com\)](#)

Such WAMAS® End User License Agreement shall prevail over any other conflicting, contrary, or deviating provision of this GTC.

Further, provided the WAMAS® standard software is contractual scope, the Processing of personal Data the Data Processing Agreement accessible under

<https://www.ssi-schaefer.com/en-de/data-processing-agreements>

applies.

10 – Termination and Exclusion of Withdrawal (Rescission)

1. To the fullest extent permitted by law, you are not entitled to rescind the contract.

2. In case of Contract for Work and Services, in the event of termination, we shall retain the right to remuneration for the work and services we have performed and/or products supplied until the time when the termination takes effect (without prejudice to other rights and/or remedies).

3. Without prejudice to other rights and/or remedies at law, we shall at any time have the right of termination with immediate effect if any of the following events occurs: (i) if you commit an material breach of your contractual obligations and fail to cure such breach (provided, the breach is curable) within a reasonable period after receipt of notice of such breach from us, (ii) if you are unable to pay your debts as they fall due or become bankrupt or insolvent, go into liquidation, whether compulsorily or voluntarily, have a receiver or administrator appointed over your assets, or if any act is done or event occurs which has an effect similar to any of these acts or events, or (iii) if there are facts on the basis of which we cannot reasonably be expected to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both Parties.

11 - Liability for Defects (Warranty)

1. Unless agreed otherwise, we provide you with the warranty that the contractual performance is free from defects in material and workmanship within a warranty period of 12 (twelve) months (hereinafter referred to as the “**Warranty Period**”). In case of a Contract of Work and Services, the Warranty Period

commences upon acceptance, commercial use or commissioning, whichever occurs first, and for Contracts of Sale at the latest upon delivery to you. The mere Supplementary Performance (as defined below), which in no event constitute an acknowledgement regarding Supplementary Performance claims and negotiations regarding Supplementary Performance (claims) shall not restart, suspend, interrupt or extend the warranty period, either generally or specifically with regard to the contractual subject matter and/or parts of the contractual subject matter affected by the Supplementary Performance.

2. The warranty primarily covers - at our own discretion - subsequent repair and subsequent delivery (in the case of a Contract of Sale; jointly: **"Supplementary Performance"**) or rectification of defects or production of a new work (in the case of a Contract for Work and Services; jointly: **"Supplementary Performance"**) at our expense.

3. You shall inform us of any defects promptly in text form. To the maximum extent permitted by law, the warranty rights shall be deemed to be forfeited after 6 (six) months from the time the defect is discovered by you or negligently not discovered by you and can no longer be claimed.

4. In particular, but not limited to, defects caused by incorrect operation (i.e., non-compliance with operating and maintenance instructions) or external influence shall be excluded from the warranty; this also applies to IT components and usual wear and tear.

5. The warranty rights explicitly mentioned in this clause 11 are, to the maximum extent permitted by law, conclusive and your sole legal remedy for defects replacing and excluding any other contractual, statutory or other warranty rights.

12 - Delay and Liquidated Damages for Delay

1. The compliance with any deadline and/or time schedules for deliveries and/or regarding the contractual performance and/or regarding the acceptance date are subject to the duly and timely fulfillment of any of your obligations and/or obligations to cooperate.

2. In the event that we, for reasons solely attributable to us, exceed any deadline and/or time schedules for deliveries (Contract of Sale) or regarding the acceptance date (Contract for Work and Services), you shall be entitled, for each full week of the delay, to liquidated damages for delay of 0.5% (net) of the respective contract price, up to a maximum of 5% (net) of the respective contract price (hereinafter referred to as "Liquidated Damages for Delay").

3. In case of Contract for Work and Services, if the respective work is free from material defects, i.e., is suitable for commercial use (meaning the operation or usage of the work), you shall not be entitled to claim Liquidated Damages for Delay.

4. Our obligation to comply with the agreed deadlines and/or time schedules and your obligations and/or obligations to cooperate shall remain unaffected by this clause.

5. This clause 12 shall constitute your sole, exclusive and conclusive rights and remedies with respect to any delay suffered on account of our failure to meet or comply with any deadline and/or time schedules for deliveries and/or regarding the acceptance date and/or regarding any other delay of contractual obligations.

6. You shall promptly notify us in text form about any delay and/or of the assertion of Liquidated Damages for Delay. In case of a Contract for Work and Services, you shall notify us in writing of the claim for Liquidated Damages for Delay no later than on acceptance date.

13 - Liability

1. Including the Liquidated Damages for Delay as per clause 12, any liability including but not limited to liability for any and all losses, damages, costs and expenses of you in connection with, arising out of or relating to a contract, whether under a contract, indemnity, any law or otherwise (regardless of the legal theory), and to the maximum extent permitted by Applicable Law, shall be limited in total to 100 % (net) of the respective contract price or 5.000.000 EUR (five million EURO), whichever amount is lower. Without prejudice to any further limitations elsewhere provided for in present GTC and to the maximum extent permitted by law, we shall in any event only be liable for culpable actions or omissions, which are legally attributable to us.

2. Except for Liquidated Damages for Delay as per clause 12 and to the fullest extent permitted by Applicable Law, in priority to any other contractual provision in these GTC or any contract, we, our employees, subcontractors and suppliers, whether under any contract, these GTC, at law or otherwise (regardless of legal theory), shall not be liable under any circumstance for any loss of profit or revenue, financial loss, expenses, cost of capital, loss of use of the facility or its equipment, loss of production or business interruption, cost of replacement equipment, replacement facilities or replacement services, downtime costs, increased operating costs, loss of goodwill, loss of contracts, loss of data, consequential and/or incidental damages, indirect damages and/or intangible damages, reputational damages and/or third party claims against you for the losses, damages and costs mentioned in this Clause 13.2.

3. The exclusions and limitations of liability provided for in this clause 13 shall not apply (i) in the case of willful misconduct or gross negligence on the part of our management, our employees, vicarious agents (e.g. subcontractors) and suppliers, which are legally attributable to us; (ii) for culpable injury to life, limb, or health, legally attributable to us; and (iii) as far as these exclusions and limitations breach mandatory and Applicable law.

4. The above limitations and exclusions of liability shall take precedence over any conflicting clause elsewhere in these GTC and any contractual agreement with you.

14. Compliance and Export Control

Compliance

With its Executive Commitment Compliance, its Code of Conduct and its Code of Conduct for Business Partners (available in the respective valid version on the company website: <https://www.ssi-schaefer.com>), SSI SCHAEFER demonstrates its commitment to compliance with applicable laws and regulations, as well as fundamental corporate values.

Within the scope and for the term of the joint business relationship, the customer hereby also declares and confirms its commitment to comply with applicable laws and regulations and undertakes to take appropriate measures. Particularly in the risk areas of bribery and corruption, fraud, antitrust and competition law, money laundering and the financing of terrorism, sanctions, embargoes and human rights, the customer shall refrain from actions or omissions in connection with this contract, that

regardless of the form of participation, may lead to administrative or criminal sanctions in the future (hereinafter referred to as "significant breach"). The customer hereby also expressly confirms that, to the best of its knowledge, it is not acting in violation of the law or standards in the selected following sensitive areas:

- bribery and/or corruption (passive or active),
- antitrust or competition law violations,
- money laundering or financing of terrorism,
- violation of embargo and trade sanctions regulations as well as supply of unauthorized dual-use goods for armament and military purposes, goods for nuclear or military end-use, where the term "goods" includes products, software, and technology (including technical assistance), or,
- violation of internationally recognized human rights.

In order to enable SSI SCHAEFER to comply with applicable laws and regulations, the customer is obliged (at any time - even after the end of the business relationship - and without justification) to provide truthful and complete written information on questions and information in connection with business partner due diligence and sanctions list screening carried out by SSI SCHAEFER within reasonable time at the written request of SSI SCHAEFER.

In the event of significant breaches and/or investigations by authorities in connection with the fulfillment of the obligations under this contract, in particular with regard to the abovementioned risk areas, regardless of the form and degree of participation, SSI SCHAEFER shall be informed within reasonable time regarding the breach and the measures taken to remedy and prevent it in the future, while considering the legitimate interests of the customer, in particular its business and trade secrets as well as the rights of its employees, in particular data protection.

Export Control

The customer declares and confirms, that to the best of its knowledge,

- a. that neither the customer itself nor its directors, officers or affiliates are designated persons/parties under export control and trade sanctions regulations applicable to this contract,
- b. it does not employ persons/parties designated under the export control and trade sanctions regulations applicable to this contract.

It is the parties understanding that any contractual goods (products, software, technology, services), data or information shall neither directly or indirectly serve for any of the following purposes without SSI SCHAEFER's written approval and/or the permit of the competent authorities in the country of sale:

- a. armaments/weapons and/or
- b. missiles capable of delivering weapons and/or
- c. nuclear technology.

The customer undertakes to provide SSI SCHAEFER with all information and documents necessary relating to the end customer, the final destination and the intended end use of the goods. The fulfillment of the obligations arising from this contract is subject to the competent authorities' permits.

If the customer transfers the products purchased or otherwise received from SSI SCHAEFER to a third party (hereinafter: transfer), the customer expressly represents and warrants SSI that he will fully comply with the export control and trade sanctions regulations applicable to this contract as if the customer itself were directly obliged to comply with this law. The customer also warrants that, through its own contractual obligations, it will not expose SSI SCHAEFER to the risk of being regarded as an intermediary within the meaning of the applicable export control and trade sanctions regulations.

15 - Applicable Law and Arbitration

The contractual relationship shall be governed in all respects by and construed in accordance with the laws of Latvia ("**Applicable Law**"), excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction and excluding Convention on International Sales of Goods (CISG). Any dispute arising out of or in connection with the Agreement, including any disputes regarding its existence, validity, or termination, shall be finally settled by arbitration administered by the Riga Arbitration Court (Reg. No. 40008023425), in accordance with the rules of the Arbitration Court (RAC), with three arbitrators or in court of the Republic of Latvia upon choice of the claimant. . The place of arbitration/dispute resolution shall be Riga. The language to be used in the arbitral proceedings shall be Latvian or English.