

CONTRACTUAL BASIS FOR WAREHOUSE LOGISTICS

DACHSER & KOLB GmbH & Co. KG

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DACHSER & KOLB

§ 1 Scope

1. The warehouse proprietor's services are founded on the basis of the General Terms and Conditions of Dachser & Kolb GmbH & Co. KG and are therefore integrated in the execution of same. The contractual basis for Warehouse Logistics also apply to all future storage, even if they are not explicitly reiterated and agreed upon. Ancillary agreements, changes, and additions to these conditions when they have been agreed upon with employees of the warehouse proprietor who are unauthorized to represent them with respect to same, are only effective provided that they have been confirmed in writing. The same applies to instructions from the depositor.

2. These provisions apply to all services that use an inventory or transshipment warehouse.

3. Our client's general terms and conditions do not apply.

§ 2 Services of the Warehouse Proprietor

1. The warehouse proprietor must fulfill his obligations with the due diligence of a reputable warehouse proprietor.

2. The warehouse proprietor generally provides the following services:

a. In the case of storage, an addendum to the original Storage Contract listing the goods to be stored would be drawn up and signed. The goods should be numbered consecutively. Containers are recorded by number of pieces. Dismantled furniture and goods are counted according to the number of pieces. It is unnecessary to create a warehouse list if the stored goods are placed directly in a container at the loading point and sealed there.

b. A copy of the Storage Contract together with the addendum of the list of goods will be handed over or sent to the depositor.

c. Storage takes place in suitable company-owned or third-party storage facilities; suitable furniture vans or containers are equivalent to the storage rooms.

d. The warehouse proprietor undertakes additional precautions that exceeds the adequate protective measures against loss, spoilage or damage to the stored goods to preserve the stored goods or their packaging, provided this has been agreed upon in writing.

§ 3 Special Goods – Obligation of the Depositor to provide Information

1. The depositor is especially obligated to advise the warehouse proprietor if the following specific goods are to be subject to the Storage Contract:

a. goods that are flammable, explosive or radioactive, tendency to self-ignite, poisonous, corrosive or foul-smelling goods or any such goods at all, which would present disadvantages for the warehouse and/or for other stored goods and/or for people to fear;

b. Goods subject to rapid spoilage or decay;

c. Goods that – for example food – are likely to attract vermin;

d. Items of exceptional value such as precious metals, jewels, precious stones, money, stamps, coins, securities of all kinds, documents, deeds, data carriers, works of art, real carpets, antiques, and collectibles;

e. Living animals and plants.

2. The warehouse proprietor is entitled to decline the storage of the above-mentioned goods.

§ 4 Storage Inventory

1. The depositor is obligated to review the storage inventory with respect to the accuracy and completeness of stored goods listed and sign same.

2. The warehouse proprietor is authorized to hand over the stored goods upon presentation of the Storage Contract together with an Inventory List or a corresponding storage release note, unless the warehouse proprietor is aware or unaware due to negligence that the person presenting the Storage Contract is not authorized to accept the stored goods. The warehouse proprietor is authorized, but not obligated, to check the legitimacy of the person presenting the Storage Contract.

3. The depositor is obligated to return the Storage Contract together with the Inventory List upon delivery of the stored goods and to issue a written acknowledgment of receipt.

§ 5 Storage Implementation

1. The depositor is entitled, during regular business hours of the warehouse proprietor and in coordination with the warehouse proprietor, to inspect the storage facility or to have the storage facility inspected to ensure it is in compliance with the Occupational Health and Safety Regulations, if the visit has been agreed upon in advance and the Storage Contract together with the Storage Inventory List is presented. Objections or complaints with regards to the storage of the goods or with regards to the choice of storage space must be made immediately. If he/she does not make use of their right to inspect the goods, he/she waives all objections to the manner in which the goods are stored provided that the choice of storage room has been made with the proper care and attention required of a reputable warehouse proprietor.

2. The depositor is obligated to notify the warehouse proprietor immediately of any changes in address. He/she cannot rely on the lack of receipt of communications sent by the warehouse proprietor to the last known address.

§ 6 Storage Fees

1. The warehouse proprietor shall issue and invoice to the depositor at the commencement of the storage term outlining the storage fees, inclusive of remuneration for ancillary services, insurance premiums and similarities.

2. The invoice amounts are net amounts. The depositor is also required to pay the statutory VAT rate.

3. The depositor, who is not defined as a consumer within the scope of Section 414 (4) HGB, is obligated to pay the agreed upon monthly storage fee to the

warehouse proprietor in advance, however, by no later than the 3rd working day of each month.

4. The storage fees for the following months are due at the beginning of the respective month, even with the omission of a separate invoice being issued.

5. Cash expenditures are to be reimbursed to the warehouse proprietor immediately upon request.

6. Storage costs, warehouse visits, partial storage and retrieval and subsequent retrieval will be based on local prices calculated independently, unless otherwise agreed upon.

7. Every storage basically includes environmentally friendly and protective packaging and materials, in particular packaging using surface-protecting and breathable furniture covers, which are additionally rented to the custodian for the duration of storage. Additional packaging costs for proper storage are also borne by the depositor.

§ 7 Compensation, Conveyance, Hypothecation

1. With respect to the claim for payment of the outstanding storage fees due and owing to the warehouse proprietor, this can only be offset / compensated against undisputed dues or legally established claims against the depositor.

2. Without prejudice to his/her duty under the storage contract, the depositor shall be authorized to assign or pledge the rights arising from said contract. An assignment or pledging of the rights from the storage contract is only binding on the warehouse proprietor if it has been communicated to them in writing. In such cases, the person to whom the rights have been assigned or pledged is only entitled to dispose of the stored goods upon the presentation of the Storage Contract together with the Storage Inventory List to the warehouse proprietor. Section 4.2 applies accordingly.

3. The warehouse proprietor is not obligated to check the authenticity of the signatures on the documents relating to the stored goods or the authority of the signer, unless the warehouse proprietor is aware or, as a result of negligence, is unaware that the signatures have been falsified or that the signer is unauthorized.

§ 8 Right of Lien of the Warehouse Proprietor

1. If the warehouse proprietor wishes to invoke his right to sell the items which lie in his possession by way of pawning same, it is deemed sufficient notification to send the depositor to last known address made known to the warehouse proprietor, the intention to pawn his/her items by means of a pawn auction and the date and time said auction is to take place. The auction may not take place prior the end of one month after notification has been made.

§ 9 Duration & Termination of the Storage Contract

1. In the event, a fixed term has not been stipulated in the contract, then the duration of the contract is for a minimum of one month.

2. Notice of Termination of the Storage Contract shall be made in writing with a notice period of one month.

3. In the event the depositor has provided a Notice of Termination of the Storage Contract, the depositor must then in coordination with the warehouse proprietor arrange the date for the return of all or part of the stored goods within sufficient time.

§ 10 Liability of the Warehouse Proprietor

1. Damages sustained to goods

a. The warehouse proprietor is liable for the damage caused by loss or damage of the goods from the period of acceptance in storage up to and including the handover of same unless the damage could not be averted through the diligence of a prudent businessman. This also applies if the warehouse proprietor stores the goods with a third party in accordance with Section 472 (2) HGB. Anyone that is entitled to claim damages for loss, may treat the goods as lost if they have not been delivered by the warehouse proprietor within 30 days of the expiry of the agreed handover period.

b. If the warehouse proprietor is required to pay compensation for the total or partial loss of the goods, the compensation value of goods must be determined at the place and time of acceptance for storage. If the depositor is not a consumer, it is not the date of acceptance, however, the time at which the damage occurred that is decisive, in cases that damage occurred at a later point in time during storage.

c. In the event the goods have sustained damages, the ascertained value of the undamaged goods at the place and time of acceptance for storage and the ascertained value that the damaged goods would have had at the place and time of the handover is to be compensated. It is presumed that the costs to be incurred to mitigate and repair the damage, correspond to the difference to be determined in accordance with sentence 1.

d. The value of the goods is determined by the market price, otherwise by the common value of goods of the same nature and quality. If the goods were purchased immediately prior to when they were taken over for storage, it is assumed that the purchase price shown on the seller's invoice minus the transport costs contained therein is the market price.

2. Other than Property Damage

The warehouse proprietor compensates for financial losses that occur as a result of the loss of or damage to the goods, financial losses as a result of incorrect delivery or late delivery, financial losses arising from incorrect advice and other financial losses, provided that the damage accused is due to gross negligence or intent.

§ 11 Exclusion of Liability

1. The warehouse proprietor is not liable for any of the below listed damages which are incurred:

- a. As a result of superior force;
- b. Through the fault of the depositor or the person authorized to issue instructions;
- c. Through war or war-like events as well as orders from higher authorities, in particular by means of confiscation;
- d. Through nuclear energy;
- e. By radioactive substances;
- f. Through things caused by radioactive substances;
- g. The warehouse proprietor cannot invoke the above exclusions of liability if he/she is accused of gross negligence or intent.

2. The warehouse proprietor is not liable for any damages incurred by:

- a. By explosive, flammable, radiating, self-igniting, toxic, corrosive substances, by oils, fats and animals;
- b. As a result of the natural or defective condition of the stored goods, i.e. debonding, cracking or tarnishing of polish, oxidation, internal spoilage, seepage or leakage.

3. The warehouse proprietor is not liable for:

- a. Loss of or damage to the stored goods in containers of all sorts, unless the warehouse proprietor was responsible for the packing or unpacking of same; unless the depositor has provable evidence that the damages occurred through the negligent care of the warehouse proprietor;
- b. Damage to or loss of items of exceptional value such as precious metals, jewels, precious stones, money, stamps, coins, securities of all kinds, documents, deeds, data carriers, works of art, real carpets, antiques, collectibles, unless these items were marked as valuable by the custodian in the Storage Inventory List;
- c. Functional damage to radio, television or similarly sensitive devices;
- d. Damage to living plants and/or living animals.

4. The warehouse proprietor cannot invoke the exclusions of liability according to § 11 subparagraph 2 and subparagraph 3 if he/she is accused of negligence or intent for the damage. The depositor's obligation to inform contained in 3. is expressly pointed out.

§ 12 Limitations of Liability

1. Damage of Goods:

a. The depositor must state the value of the stored goods upon finalization of the Storage Contract. The warehouse proprietor must confirm the Declaration of the Value to the depositor.

b. If there is no Declaration of Value, the maximum compensation for loss or damage is 620.00 € per cubic meter, based on the volume of the damaged or lost item. If the depositor states a higher value and this is confirmed by the warehouse proprietor to the depositor in accordance with the contract, the warehouse proprietor is liable for the amount of the stated value, however, not exceeding the amount in accordance with subparagraph 10.1.

2. The warehouse proprietor shall be entitled to pay compensation in money.

3. The warehouse proprietor cannot invoke the above limitations of liability if he/she is accused of gross negligence and/or intent.

§ 13 Liability for Third Parties

The warehouse proprietor is liable for his employees and for other persons whom he uses in execution of the undertaken services.

§ 14 Lapse of Claims

1. The depositor must take into account the following notice deadlines:

a. Obvious damage, loss, partial loss or damage to the stored goods must be reported in writing at the very latest upon acceptance of same by the depositor, in all other circumstances on the day after delivery.

b. Damage that is not obvious must be reported to the warehouse proprietor in writing within 14 days of acceptance of the stored goods, whereby the person entitled to compensation must prove that this damage occurred during the storage or handling of the stored goods for which the warehouse proprietor was responsible.

c. Claims other than damage to goods in accordance with subparagraph 10.2 must be made in writing within one month, calculated from the day of delivery.

2. All claims against the warehouse proprietor shall lapse if the notice periods according to subparagraph 14.1 are overlooked, unless longer notice periods have been agreed upon.

3. The warehouse proprietor is obligated to notify the recipient at the very latest when the goods are delivered of the legal consequences of accepting same, the obligation to give notice of defects and the written form and deadline for the submission of said notice. If he/she fails to do so, he/she cannot invoke subparagraph 14.2.

§ 15 Non-Contractual Claims

The limitations and exclusions of liability apply to all claims for damages, regardless of the legal basis of liability.

§ 16 Choice of Law and Jurisdiction

1. German law applies.

2. If the customer is a merchant, a legal entity under public law or a public separate estate, or is based outside of Germany, it is deemed that Kempten (in the Allgäu) is the exclusive national and international place of jurisdiction for all contractual or other disputes arising from this contractual relationship. The exclusive jurisdiction of the Kempten courts excludes the legal jurisdiction

of other jurisdictions due to personal or material connection. The customer is not entitled to assert counterclaims for the assertion of a set-off or a right of retention before another competent court other than that in Kempten. We may assert our rights and claims against the customer at his/her registered office or at any other court jurisdiction that is responsible according to national or international rules.

§ 17 Severability Clause, Partial Invalidity

1. Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, this shall not affect the validity of the rest of the contract.

2. The invalid or unenforceable provision shall be replaced by an effective and feasible arrangement whose effects come as close as possible to the economic objective pursued by the parties with the invalid or unenforceable provision.

3. The above provisions apply mutatis mutandis in the event that the contract proves to be incomplete. § 139 BGB does not apply.