

# General Terms and Conditions for Heavy Goods Storage and Showroom

## 1. Subject-matter of the agreement

In the absence of any express written agreement to the contrary, the subject-matter of the agreement is the storage of stock in the storage facilities of the Stockist. The Stockist provides the Depositor or third parties with the appropriate storage space for the storing of stock and with the services required for handling stock by professional operating personnel.

## 2. Duties of the Stockist

The Stockist undertakes to provide the auxiliary equipment required to carry out the works, the required professional personnel and the agreed storage facilities at the agreed time for a fee.

## 3. Terms and definitions

### *a) Stock*

1. The object to be stored, which is treated as an individual unit, is defined as "Stock" (also referred to as: item, machine part, accessory, package, etc.).
2. Continuous numbering is applied to each stock item (1/3 2/3 3/3) which is used for the purpose of definite identification.
3. Delivery documentation is kept from the date of storage for a period of 24 months after removal from storage.

### *b) Calculation of storage space and storage fee*

1. The calculation of the storage fee is based on the individual stock unit.
2. Storage space is calculated separately for each individual stock unit: Length x width, plus 30 percent charge for the access corridor, rounded up to 0.5 m<sup>2</sup>.
3. The access corridor enables customers to gain easy access for works or viewing the stock.
4. The minimum fee per stock item is equivalent to the fee for 1.5 m<sup>2</sup>, this also applies to one Euro pallet.

### *2) Lease terms*

1. The term of the lease starts on the day following the day on which the stock is put into storage and continues until and including the day it is removed from storage.
2. Fees are billed on a monthly basis; shorter terms are charged pro rata temporis.
3. Storage leases are agreed without a fixed term and end upon the stock being removed from storage.
4. Removals from storage must be announced at least two working days (48 hours) prior to the effective removal by the Depositor; removals at shorter notice cannot be guaranteed.
5. If the storage agreement has been concluded for a fixed term and it ends upon the expiry of same term. If the stock is not collected upon expiry of the storage term, the storage lease automatically extends for an indefinite amount of time.
6. The storage agreement may be terminated prematurely without notice for cause. The Depositor must be granted a reasonable period for the collection of the stock. If the stock is

not collected within the set period, the Stockist is entitled to sell the goods by private sale with cost and compensation implications at the expense of the Depositor, or to dispose of them with same implications if they no longer hold any material value.

### *d) Allocation of storage spaces*

1. If the agreed type of storage space is no longer available, the Stockist may allocate a type of storage space of at least equivalent properties (without additional costs).
2. The Stockist reserves the right to move stock between spaces where operationally required; at least the requested storage space type will be provided in this context.

### *e) Services*

1. The unloading of stock (storing) is subject to a fee and includes the moving of stock within the facilities to the first storage location.
2. The loading of stock (removal from storage) is subject to a fee and includes the moving of stock within the facilities and the loading to the transporting vehicle (also applies ex showroom).
3. Any moving of stock at the request of the Depositor (e.g. from the heavy goods store to the showroom) is subject to a fee.
4. Administrative tasks (e.g. inclusion in the warehouse books) are included, as is the covering of machines in the heavy goods store with plastic film as of the eighth day of storage.
5. Connecting to the power supply and operating machines is only permitted in the appropriately designated storage areas.
6. Services which are not listed in the price list are billed by an hourly fee, such as:
  - Removal from storage and unloading of packaged machines from overseas shipping containers
  - Repairs to third-party lorry constructions in order to enable the loading or unloading of a machine
  - Support for installation works
  - Use of workshops or operating materials

### *f) Preservation and protection from frost*

1. The Depositor is responsible for stock preservation. Upon request and for a fee, preservation or professional packaging (e.g. VCI film) may be undertaken.
2. The responsibility for the protection of stock from frost lies with the Depositor; all liability for any damage due to the freezing of liquids is excluded.

### *g) Access and storage prohibition*

1. For security and insurance reasons, the entire area is subject to a strict access and storage prohibition with regard to explosive and hazardous goods pursuant to ADR/SDR.
2. Inspection of the stock by the Depositor may only take place following timely agreement with the Stockist and during the facility's opening hours.

## 4. Invoicing

In the absence of an agreement to the contrary, storage fees are charged per quarter, and promptly upon removal from storage. All services are charged following completion of the assignment.

## **5. Liability**

The Stockist is liable to the Depositor for the careful implementation of the assignment. The Stockist is released from all liability if damage is incurred due to circumstances which neither the Stockist nor any subcontractors could have prevented and/or the consequences of which they could not have averted. The Stockist is likewise not liable for indirect damage, only for damage to the stored stock. The Stockist's liability for damage caused by force majeure such as war, earthquake, looting, destruction or civil unrest is excluded.

Subject to mandatory statutory provisions or written agreements to the contrary, the Stockist is liable for its activities totally and exclusively up to a maximum amount of CHF 2.5 million. If the value of the stock exceeds the insured value, a higher value may, upon request, be insured for an additional fee.

## **6. Right of retention**

The stock serves as security to the Stockist (Section 485 (3) Swiss Code of Obligations (OR), Section 895 Swiss Civil Code (ZGB)) for the respective balance from the entire commercial transaction with the customer.

If a payment deadline set by the Stockist, sent to the Depositor's most recently specified address and including a notice of sale, expires without result, the Stockist may realise the respective goods at best price without further formalities (by private sale or, if the stock holds no material value, by disposal).

The proceeds from any realisation are initially used to cover costs. Any unpaid storage fees and/or costs of the sale or disposal which are not covered by the proceeds are charged to the Depositor. Any excess is paid out.

## **7. Notification of defects**

The Depositor must inspect the stock immediately upon removal from storage. Complaints regarding loss or damage must be notified to the Stockist immediately upon removal from storage and confirmed in writing within three days. Any damage which is not externally noticeable must be notified to the Stockist within three days of provision of the service.

Following expiry of this period no complaints will be accepted.

## **8. Legal venue**

**The legal venue for all legal action resulting from the concluded contract is the domicile of BAUBERGER AG. Swiss law applies.**