

General Terms and Conditions of EMIL EGGER AG*

Issued /valid from 2021-01-01

(replaces all previous versions)

Warehouse regulations of EMIL EGGER AG

Unless another agreement has been expressly agreed in writing, storage of goods always takes place under the conditions that follow.

1 Scope of business

The company EMIL EGGER AG (hereinafter referred to as the warehouse manager) handles warehousing of all types of goods, including handling, goods acceptance and retrieval, as well as additional services that can be purchased, as specified in these terms and conditions.

2 Goods acceptance

2.1 Right of rejection / Start

The warehouse manager is not obliged to accept any goods. The warehouse manager accepts no responsibility for storing goods by a particular deadline during peak periods. The storage begins as per agreement either when the goods are stored or when the storage space is made available.

2.2 Special goods

Goods that are explosive and/or liable to spontaneous combustion, or goods that due to their characteristics may have negative effects on other goods will not be stored, unless the warehouse manager has a specially equipped room available. Goods that may cause nuclear damage will not be stored under any circumstances. The storage customer undertakes to inform the warehouse manager in writing of any such characteristics.

2.3 Storage agreement

Written confirmation of a storage agreement must include the following information:

- 2.3.1 Place, date, time and type of the delivery, or, where relevant, details of where and when the goods must be collected (transport agreements are subject exclusively to the "General Conditions of EMIL EGGER AG* / Road Haulage Sector").
- 2.3.2 Labels, numbers, quantities, type of packaging, content, weight, volume and value of the goods.
- 2.3.3 Details of any special characteristics of the goods as per point 2.2.
- 2.3.4 Any special handling instructions relevant to the goods (e.g. stackability, no stacking, etc.).
- 2.3.5 Details of insurance as per point 6.
- 2.3.6 Location, date and legally valid signature.

2.4 Goods inspection

The warehouse manager is not obliged to, but is entitled without any separate mandate to inspect the goods on delivery to ensure the weight and contents correspond to their accompanying documents. If a key entry in the accompanying documents is incorrect, the storage customer will be informed immediately. If the warehouse manager suspects that the goods may be labelled incorrectly, it is entitled to open the goods. If its suspicions prove correct, the storage customer shall pay any costs arising from the inspection.

2.5 Damage

If damage has occurred or is developing before or during the acceptance, the warehouse manager will immediately take any measures that seem appropriate, will inform the storage customer, and will exercise its rights towards the carrier and other third parties.

2.6 Warehousing receipt

The warehouse manager will confirm the storage with an invoice. This serves as the warehousing receipt.

3 Storage

3.1 Monitoring of the stored goods

The storage customer is responsible for checking the condition of the goods. If the warehouse manager is required to take responsibility for monitoring the goods and ensuring their condition is maintained, this service must be paid for separately and a separate order shall be submitted in writing. If the warehouse manager notices something about the goods that could require the storage customer to take an action, it will inform the storage customer, even if no separate maintenance agreement is in place.

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If the warehouse manager's observations lead it to believe that there may be some danger, it may take the actions it judges appropriate, at the cost of the storage customer.

3.2 Inspection/handling of stored goods

The storage customer has a right to inspection and monitoring during the warehouse manager's business hours. The storage customer may only handle or move the goods in the presence of an employee of the warehouse manager. Agreement from the warehouse manager is required before any third party enters the warehouse stacks. Smoking is not permitted.

4 Retrieval and transfer

4.1 Retrieval order

A retrieval order must be drawn up in writing and contain the following information:

- 4.1.1 Warehouse number, label/number, quantity, type of packaging, content, weight, volume and value of the goods.
- 4.1.2 Recipient, franking requirements, mode of transport (transport agreements are subject exclusively to the "General Conditions of EMIL EGGER AG* / Road Haulage Sector")
- 4.1.3 Instructions regarding any inspections, weighing, etc.

4.2 Access authorisation

The person authorised to access the goods is always the person under whose name the goods have been stored. The person who issues the warehousing receipt/invoice is considered authorised to accept the goods. The warehouse manager is entitled to require additional authorisation, or to issue the goods without exhibiting a goods receipt, if another form of evidence has been provided authorising the relevant parties to access the goods.

4.3 Retrieval receipt

Retrieval will be confirmed to the storage customer by means of the invoice.

4.4 Storage end

The warehouse manager accepts no responsibility for timely retrieval from storage during peak periods. The storage ends when the goods are retrieved from storage.

4.5 Transfer of ownership

The storage customer can transfer ownership of the goods to a third party, subject to notifying the warehouse manager in writing. Transfer of ownership will be confirmed to the transferer and transferee. The transferer remains responsible for the obligations of the storage agreement until the goods are transferred to the legal successor. Transfer of the goods in no way restricts the right of retention/contractual lien as per point 8.1. The warehouse manager's rights in relation to the contractual lien remain unchanged for the obligations of both the earlier and the subsequent owners. If the goods to be transferred are refused, the transfer will be considered void and the storage contract with the current storage customer will remain in force.

5 Termination

Unless otherwise agreed, the storage contract can be terminated by either party at the end of any month subject to two months' notice, by means of a registered letter. The storage contract can also be dissolved without notice if there are good reasons. In particular, good reasons are considered to exist if provisions of these T&Cs are not complied with, or if goods develop unwanted characteristics (e.g. odours) while stored. If the storage customer fails to collect the goods and pay any fees due when given notice to do so, the warehouse manager may proceed as described in point 8.1 of these T&Cs. In addition, storage beyond the deadline specified for collection of the goods may be charged at double the standard rate.

6 Insurance

The warehouse manager is only responsible for insuring the stored goods if it has a written order to do so from the storage customer, specifying the value of the insurance and the risks to be covered. The corresponding insurance premiums will be billed to the customer by the warehouse manager (and not directly by the insurance company). The insurance company's conditions (e.g. contractual conditions, notice periods, expiry, etc.) will be binding for the storage customer.

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The insurance sum will only be adjusted for changes to the quantity or value of the stored goods following a written order from the storage customer. If any damages occur, the storage customer shall only be entitled to damage compensation if and to the extent that the insurance company offers compensation under the insurance conditions and subject to deduction of all claims on the part of the warehouse manager. If the storage customer takes out their own insurance policy, neither the storage customer nor the insurance company may make any claims for damage compensation or recourse towards the warehouse manager.

7 Liability

7.1 Warehouse manager's liability

The warehouse manager will only accept liability for damages that can be shown to have been caused by gross negligence of the warehouse manager directly or its personnel. In the latter case, the warehouse manager shall only be liable for such damages if it cannot demonstrate that all due precautions were taken to avoid any damages of this kind, or that the damages would have occurred even if such precautions had been taken.

7.2 Disclaimers

The warehouse manager shall not be considered liable for:

- 7.2.1 Damages as a result of force majeure (natural catastrophes, nuclear catastrophes, war, violations of neutrality, labour conflicts, etc.).
- 7.2.2 Damages, including characteristics of the packaging, to which the goods were exposed during storage as a result of their nature and characteristics. For example, this includes breakage of fragile goods (ceramics, glass, paintings, liquids stored in bottles), rust, fermentation, internal spoilage, pressure damage or falling of a stack when stacking has been authorised.
- 7.2.3 Damage to goods that were not packaged or were incorrectly packaged.
- 7.2.4 Loss of quantity or weight, if and to the extent that the storage customer did not require weighing/counting of the goods when they were accepted, ordinary losses excepted.
- 7.2.5 The internal state of goods that appear in good condition from the outside.
- 7.2.6 Damages resulting from an incorrect or inadequate declaration.
- 7.2.7 Indirect damages such as consequential damages, damages caused by delay, any demurrage charges, etc.
- 7.2.8 Damage to goods for which the storage customer has no or inadequate insurance and that they have not authorised the warehouse manager to insure.

7.3 Limit of liability

The warehouse manager's liability is limited to the usual market value of the goods at the storage location at the time of the loss or damages, to a maximum of the declared value or CHF 20 per kg (net). The warehouse manager's liability is in any case limited to CHF 25,000 per incident.

7.4 Storage customer's liability

The storage customer shall be liable for all damages to the warehouse manager or third parties for which the storage customer is responsible. This includes, e.g., liability for damages resulting from storage of goods that were incorrectly, incompletely or ambiguously labelled or missing information.

8 Right of retention and contractual lien

8.1 Warehouse manager's rights

In accordance with Art. 485 (3) of the Swiss Code of Obligations [schweizerische Obligationenrecht], the warehouse manager has a legal right of retention in the sense of Art. 895ff of the Swiss Civil Code [schweizerisches Zivilgesetzbuch]. The storage customer shall have no right to retrieval from storage until all the warehouse manager's claims arising from the storage agreement have been paid in full. Furthermore, the warehouse manager also has a contractual lien on all goods in its custody or for which it has power of disposal, in order to cover any claims it has against the storage customer arising from any business reason. In other words, to cover the balance arising from the business relationship. Surrender of the goods in the warehouse to a third party shall not affect the

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warehouse manager's rights in relation to the contractual lien for claims against the transferer (see point 4.5). If the storage customer is in arrears with payments, the warehouse manager may sell the goods privately for the best possible price, following a statutory warning and notice period of 30 days. If the goods are sold for a higher price than the claim against which they are being sold, the difference will be credited to the storage customer.

8.2 Waiver of counterclaims

The storage customer waives the right to make counterclaims against any demands for payment for storage space, handling, transport, and additional services.

9 General provisions

9.1 Business hours

Goods will only be accepted for storage and retrieved on normal working days (Monday to Friday, excluding national public holidays), during the hours 7:15am–11:45am and 1:30pm–5pm.

9.2 Bill payments by warehouse manager

The warehouse manager is not obliged to, but is authorised to pay freight duties, customs charges, taxes etc. on behalf of the storage customer. The storage customer shall repay these amounts, plus the standard bank charges and a billing fee.

9.3 Requirement for written form

All instructions must be provided in writing. Orders submitted by telephone or verbally may be fulfilled in exceptional cases; however, in such cases no responsibility can be accepted for misunderstandings. Such orders must be confirmed in writing immediately by the customer.

9.4 Handling by the storage customer

Handling of the stored goods and use of the warehouse manager's infrastructure (e.g. forklift, cranes, etc.) is not permitted without written consent from the warehouse manager.

10 Place of fulfilment and court of jurisdiction

The registered office of the warehouse manager is the place of fulfilment for the obligations in the storage contract. The court of jurisdiction is St. Gallen, where the warehouse manager has its registered office.