

# Service Terms and Conditions for Warehousing

## 1. Scope

These Service Terms and Conditions supplement the General Terms and Conditions of Business of ALSO Schweiz AG, over which, in the event of contradictions, they take precedence.

## 2. Description of service

2.1 Warehousing is an ICT logistics solution which the Customer can use to store its goods at ALSO and have them managed and delivered via a web application provided by ALSO.

2.2 The web application provided comprises the following basic functions, which are described in the Warehousing user manual:

- ▶ Inventory overview
- ▶ Processing of article master data
- ▶ Delivery orders
- ▶ Ordering of ALSO Production service (charged in accordance with separate price list)
- ▶ Consignment tracking (Swiss Post Track&Trace)
- ▶ Overview of deliveries and returns

2.3 ALSO enters the product data for products bought from ALSO. Product data on products not purchased from ALSO must be entered in the web application by the Customer itself or sent to ALSO for entry and completion.

2.4 If requested by the Customer, ALSO will execute international shipments, for which special Export Terms and Conditions apply (excluding the Principality of Liechtenstein).

2.5 If the Customer orders goods from ALSO and requests warehousing, ALSO will enter and display these goods in the web application no later than two working days after the order is made. Goods not been bought from ALSO ("third-party goods") will be displayed in the web application within one working day of the article master data being entered by the Customer and the goods being delivered to ALSO.

## 3. Contractual term and termination

The contractual term begins once ALSO has activated the login. Termination is governed by Art. 18.1.3 GTC.

## 4. Obligations of the Customer and ALSO

4.1 Before third-party goods are delivered to ALSO, the Customer must enter the entire article master data for these third-party goods in the web application and notify ALSO of the delivery by e-mail (warehousing-ch@also.com), giving the following information:

- ▶ Delivery date and time
- ▶ Item number
- ▶ Number of pallets
- ▶ Order number
- ▶ Sender's address

4.2 Third-party goods must be forwarded exclusively to the following delivery address:

Warehousing "Customer Name"  
c/o ALSO Schweiz AG  
Meierhofstrasse 3  
6032 Emmen

4.3 The Customer must deliver the respective goods on pallets and in the following delivery quality:

- ▶ Max. dimensions 120 cm x 120 cm; max. height 200 cm
- ▶ Max. weight 650 kg per pallet
- ▶ Max. 20 pallets per delivery
- ▶ No loose or container deliveries
- ▶ Single-item pallets only
- ▶ Items must carry a unique, scannable label

4.4 Over-dimensioned, overweight pallets or excess quantities can only be accepted with the prior written consent of ALSO. If the required delivery quality is not adhered to, the supplier will be charged for the additional cost of repackaging and/or reconfiguring the products.

4.5 ALSO is under no obligation to check the incoming goods. During receipt of the goods, ALSO will only perform a visual inspection of the goods to check for external damage and for any discrepancy between the number of pieces delivered and the delivery note. ALSO will inform the Customer of any damages and discrepancies with the appropriate reservation. Unless the Customer immediately provides ALSO with a reason or clarification for the difference between the delivery and the delivery note, the lower goods quantity is deemed accepted. ALSO reserves the right to reject the entire delivery in the event of substantial reservations. The Customer shall bear the costs of returns.

4.6 In principle, it is not possible for the Customer to inspect its stored goods at any time. The Customer may

conduct an inventory once a year on a day specified by ALSO, in accordance with the Warehousing user manual. The Customer is obliged to maintain separate records of incoming and outgoing goods.

4.7 For the purpose of protecting other goods, warehouse equipment or public security or health, ALSO is entitled to take immediate measures and/or to issue appropriate instructions to the principal.

4.8 The Customer acknowledges that, in particular, goods with the following characteristics cannot be stored and accepted and will be sent back to the sender's address at the Customer's expense:

- ▶ Goods at risk of explosion or fire
- ▶ Perishable goods
- ▶ Goods which emit odours
- ▶ Weapons
- ▶ Fluids
- ▶ Goods requiring air-conditioning
- ▶ Bulk goods
- ▶ Precious metals and precious stones
- ▶ All items and assets for whose storage ALSO is required to observe specific public law regulations
- ▶ All goods whose storage requires special security arrangements or consents

4.9 Call-offs and delivery addresses for goods entered in the web application are binding.

4.10 The Customer acknowledges that scheduled deliveries are not possible and that delivery orders will not be carried out if there is a shortage of warehouse stock.

4.11 Delivery orders entered in the web application and transmitted by 4 p.m. on a working day will be processed on the same working day and given to the carrier for delivery. Deliveries required for a particular time slot must be called by 11 a.m. If the order is transmitted after 4 p.m., the goods will be given to the carrier on the next working day. The carrier will deliver the goods at the earliest on the next working day after receipt. Where agreed, goods may also be retrieved from the ALSO warehouse upon presentation of an official photo ID. The goods must be collected within two working days of the agreed collection date. Otherwise, the goods will be forwarded to the recipient at the Customer's expense.

4.12 ALSO must be notified of mass consignments in excess of 100 shipments a day or 10 pallets per delivery note at least two working days prior to placement of the

order. This is to allow a separate agreement to be concluded between the Customer and ALSO governing the daily quantities to be processed.

4.13 The recipient of the delivery undertakes to accept the goods, which it must take delivery of pursuant to Art. 13 GTC ALSO Schweiz AG.

4.14 Deliveries and collections of goods are only permitted on working days from Monday to Friday between the hours of 7.30 a.m. and 12 midday and 1 p.m. and 5 p.m., excluding public holidays in Switzerland or the Canton of Lucerne.

## 5. Liability

5.1 The goods are insured for transport liability in accordance with the General Terms and Conditions of Business of ALSO Schweiz AG.

5.2 ALSO shall not be liable for negligent execution of warehousing orders. Liability is governed by Art. 398 Swiss Code of Obligations. Liability for wilful conduct in breach of law or contract and gross negligence is limited to a maximum amount of CHF 500,000 per damage event. All additional liability on the part of ALSO, its agents and third parties acting on ALSO's behalf for any type of damage and on any legal ground is excluded to the maximum extent permitted by law. In particular, the Customer is not entitled under any circumstances to receive compensation for damages that have not occurred to the goods themselves, such as loss of profit or any other direct or indirect consequential losses.

5.3 The stored goods may be used by ALSO as a lien for the respective balance arising from the entire business transaction between the Customer and ALSO. If payment is not made before expiry of a notice served by ALSO of its intention to sell the respective goods, ALSO may secure the best possible price for them on the open market without further formalities.

5.4 ALSO shall not be liable for inventory or delivery differences that have not been duly detected and notified pursuant to Articles 4 and 5.

5.5 The Customer shall not assert any claims whatsoever against ALSO arising from the amendment or cessation of the Warehousing service.

## 6. Indemnification

6.1 The goods warehoused and user data created by the Customer are and shall remain its property at all times. The Customer bears the risk for preserving the warehoused goods and user data.

6.2 In the event of any third-party legal claims relating to delivered data or content or to resources provided by the Customer, the Customer shall indemnify ALSO and ensure that appropriate measures are taken, at its own expense, to avert such claims.

## **7. Prices**

7.1 The Customer only pays for the time actually used (pay-as-you-use principle).

7.2 For the Warehousing e-Service, the currently valid price list shall apply. Support services provided and additional costs incurred by ALSO are not included in the price and, if requested by the Customer, must be separately agreed and settled with ALSO.

## **8. Invoicing**

Invoices for Warehousing will be submitted periodically.

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