GENERAL SALES AND SUPPLY CONDITIONS OF LOGSTOR

Version 22.04.2026

These General Sales and Supply Conditions (the "Conditions") shall, unless otherwise explicitly agreed, apply to all deliveries of products ("Products") made from LOGSTOR International Sp. Z o.o. and all companies which are directly or indirectly subsidiaries hereto and/or affiliated herewith ("LOGSTOR") to a buyer ("Buyer").

The Conditions shall take precedence over the Buyer's terms of purchase, to the extent such exists. This shall apply regardless of whether such terms are referred to, for instance, in orders. This also applies in the event that the Buyer's terms of purchase have not been expressly rejected by LOGSTOR. Delivery of Products shall not be construed as a tacit acceptance by LOGSTOR of the Buyers terms. The Conditions are, in its most current version, available on: www.logstor.com, as it will be provided upon request. Regardless of any references in order confirmations, or other documents as exchanged between Buyer and LOGSTOR, the most current version of the Conditions, shall apply.

1 OFFER, ORDER, ACCEPTANCE

1.1 Orders and requests from the Buyer shall not be binding on LOGSTOR, until the Buyer has received a written order confirmation from LOGSTOR.

1.2 Unless otherwise agreed in writing, any offer/order from the Buyer is binding for thirty (30) calendar days from the date of LOGSTOR's receipt hereof.

1.3 Order confirmations which materially deviate from a placed order, shall be considered as an offer which the Buyer must confirm no later than five (5) calendar days after receipt hereof. If no such confirmation or rejection is received within said timeframe, the order confirmation shall automatically be deemed accepted by the Buyer.

1.4 Offers based on measurement of erroneous drawings prepared by the Buyer shall not be the responsibility of LOGSTOR.

2 DELIVERY

2.1 LOGSTOR's supply shall only cover the Products specified in the order confirmation and LOGSTOR shall, on these Conditions, supply Products of good, customary quality with respect to materials and processing.

2.2 All intellectual property rights, drawings, drafts, technical specifications, etc., shall remain LOGSTOR's property and may not be copied or passed on to a third party without the prior acceptance of LOGSTOR. Likewise, the Products supplied may not be manufactured, imitated or passed on to a third party with such purpose in mind.

2.3 Unless otherwise explicitly agreed, all deliveries shall be made FCA, according to INCOTERMS 2020, to the LOGSTOR location as specified in the order confirmation. Unless otherwise explicitly agreed in writing, delivery in instalments are permitted.

2.4 Delivery will be made no later than the date as specified in the order confirmation. If no time of delivery is agreed, LOGSTOR will contact the Buyer in order for the parties to agree on a delivery date.

2.5 Unless otherwise explicitly agreed in writing, and provided that the order volume is sufficient to fill a full truck, all deliveries shall be made in full truckloads. If the Buyer requests faster deliveries that do not constitute full truckloads, the Buyer shall bear the additional transportation costs incurred as a result.

3 PRICES

3.1 Unless otherwise agreed, prices are in EUR, exclusive of VAT and any other duties.

3.2 Prices are quoted subject to changes that may result from documented changes in prices of materials, including energy prices, prices from subcontractors, changes in public duties, foreign exchange rate variations, changes to wages, etc.

3.3 Where delivery is agreed on terms other than FCA and EXW (LOGSTOR Factories, Incoterms 2020), LOGSTOR shall be entitled to apply a diesel surcharge to the price (the "Diesel Surcharge") to reflect general increases in fuel costs. The Diesel Surcharge is separate from and in addition to any price adjustment under Clause 3.2 and shall be shown separately on order confirmations or invoices.

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3.4 If such price changes as described in 3.2 and 3.3 are to be implemented, LOGSTOR shall, without undue delay, inform the Buyer accordingly. Any such price change shall be binding on any order for which the Buyer has not yet received an invoice, regardless of whether the order has been confirmed or not.

3.5 If LOGSTOR's costs are increased in any other way for reasons attributable to the Buyer, LOGSTOR shall be entitled to adjust the agreed price accordingly.

3.6 If the Buyer wishes to change the way of delivery as set out in the order confirmation, e.g. require express delivery, the Buyer will bear the extra costs hereof.

4 TERMS OF PAYMENT

4.1 Unless otherwise agreed in writing, the terms of payment shall be net thirty (30) calendar days after date of invoice.

4.2 If the Buyer fails to pay on the agreed date, LOGSTOR shall be entitled to interest from the day on which payment was due. The rate of interest shall be the maximum rate allowed under the applicable legislation, or in case no such maximum is established, 1 ½ % per commenced month. In any case of late payment by the Buyer, LOGSTOR may at its discretion suspend performance of any of its obligations under all confirmed orders (not limited to the order which the delay refers to) until full and effective payment has been made. LOGSTOR shall forthwith give notice of the suspension to the Buyer.

4.3 Any delay in payment by the Buyer, not remedied ten (10) calendar days after the Buyer's receipt of written notice of such delay, shall be deemed a material breach entitling LOGSTOR to terminate the delivery according to the confirmed order which the delay refers to, as well as, at LOGSTOR's unilateral choice, all other confirmed orders from the Buyer. LOGSTOR shall be entitled to claim damages for loss incurred, due to such termination.

4.4 If the Buyer more than once have failed to pay outstanding invoices in due time, or if LOGSTOR have reasonable grounds to suspect that the Buyer is unable to provide payment in due time, LOGSTOR shall unilaterally be entitled to require full pre-payment for all future deliveries.

4.5 The Buyer shall be obliged to respond not later than five (5) calendar days after receipt of an invoice, if the Buyer has any objections to the content of the invoice.

5 RETENTION OF TITLE

5.1 All Products shall remain the property of LOGSTOR until full and effective payment has been made. The retention of title shall not affect the passing of risk.

5.2 The Buyer shall be obliged to ensure, that LOGSTOR effectively can enforce the retention of title according to clause 5.1 above, e.g. - but not limited to - through efficient marking and separation of Products.

6 TIME OF DELIVERY

6.1 If delivery has been agreed for a specific date, delivery not later than this date shall be considered a delivery on time.

6.2 If delivery has been agreed for a specific week, delivery by the end of this week shall be considered a delivery on time.

6.3 LOGSTOR shall, without incurring any liability, be entitled to cancel confirmed orders or postpone the time of delivery in the following situations:

a) In case of modifications to the confirmed order requested by the Buyer.

b) In case of delays of supplies or services which the Buyer carries out himself or has arranged for a third party to carry out.

c) In case of anticipated breach from the Buyer, hereunder overrun of the credit limit reasonably assigned to the Buyer

d) In case of force majeure, cf. clause 13.

e) In case, the work on the Products has to be stopped or is delayed because of orders from public authorities.

f) In case of missing, deficient or defect deliveries from sub- suppliers according to confirmed orders.

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g) In case of raw material shortages or significant supply chain disruptions beyond LOGSTOR's reasonable control.

In respect of a, b, c, e and f above, LOGSTOR reserves the right to adjust the agreed price in accordance with the costs thus incurred by LOGSTOR plus the normal margin, if such situations are directly or indirectly caused by the Buyer.

6.4 In the event that delivery from LOGSTOR is delayed, or in the event that LOGSTOR anticipates that it will be unable to deliver the Products according to the confirmed order, LOGSTOR shall notify the Buyer hereof, stating the reason for the delay. LOGSTOR shall in said notification fix an additional period of time of reasonable length during which delivery will be made. If LOGSTOR does not deliver within this additional period of time, and provided the Buyer documents that the delay will cause significant disadvantages for him, the Buyer is entitled to terminate the confirmed order, which the delay refers to, in whole or in part.

6.5 If the delay only applies to a part of the Products ordered, the Buyer shall only be entitled to cancel the purchase of the delayed part of the Products sold.

6.6 If the Buyer fails to take delivery of the agreed Products at the agreed time of delivery, the Buyer shall pay such part of the purchase price as fall due on delivery as if delivery had taken place. LOGSTOR shall arrange for storage of the Products, hereunder insurance, at the sole risk and expense of the Buyer.

6.7 If the Buyer is able to prove that fault or negligence on the part of LOGSTOR caused the delay, the Buyer shall be entitled to compensation for the loss he has suffered due to the delay.
However, the amount of compensation cannot exceed 1 % of the agreed payment for the delayed part of the Products for each full week of delay and the amount of compensation cannot exceed 10 % of the payment for the delayed Products. Apart from this, LOGSTOR shall not assume any responsibility for delays or consequences thereof and the Buyer shall only have the remedies available due to delay as specified in this clause 6.

7 INSTALLATION AND ADDITIONAL SERVICES

7.1 If the confirmed order includes additional supplemental services such as installation, mounting, renovation, assembly, education, measurement services and/or E-services ("Additional Services"), LOGSTOR's Terms and Conditions for Additional Services, available on: https://www.logstor.com/en/sales-supply-conditions/, shall apply to LOGSTOR's performance of such Additional Services, with the necessary adjustments.

7.2 LOGSTOR will inform the Buyer about any individual terms e.g. service levels etc. applying to such Additional Services. These Conditions shall however in all respects, take precedence over any such individual terms, in case of discrepancies.

7.3 The responsibility for safety on the working site where the Additional Services must be performed, lies fully with the Buyer. It is a requirement that the working site fulfils not only local mandatory safety requirements, but also common practice, as well as the specific requirements included in LOGSTOR's safety guidance as available on: www.logstor.com. If the above requirement is not fulfilled, all costs incurred by LOGSTOR as a result hereof, hereunder but not limited to, additional travel time, waiting time etc., will be fully transferred to the Buyer.

7.4 Unless otherwise agreed in writing, system design drawings, subsequent revisions hereof and project management services will be charged at most current hourly rates. Static reports can be obtained for a fixed price.

8 LIABILITY FOR DEFECTS

8.1 In case the delivered Products does not materially comply with the specifications confirmed by LOGSTOR, such Product(s) will be considered defect. LOGSTOR shall be responsible for defects notified to LOGSTOR from the Buyer, not later than twenty-four (24) months from the time of delivery. For the avoidance of any doubt, damages due to normal wear, or damage attributable to incorrect or careless storage, installation or use, or overloading, is not considered a defect in this regard. LOGSTOR's warranty shall only apply where the supplied Products are installed in combination with other products manufactured by LOGSTOR, and provided that full payment for the Products has been received by LOGSTOR. For Products that are trading goods, i.e., Products that are not manufactured by LOGSTOR but are procured from third-party suppliers for resale, LOGSTOR provides a warranty only to the extent of and subject to the terms and conditions specified by the sub-supplier.

8.2 A prerequisite for LOGSTOR's liability according to this clause, is that the Buyer proves that the Products has deficiencies which are attributable to LOGSTOR. The Buyer must further show that it is likely that the Products has been stored, installed, used and maintained correctly and in accordance with the prescriptions laid down by LOGSTOR, taking the soil conditions into account as well as all other relevant factors. Moreover, LOGSTOR's responsibility according to this clause 8, is conditioned upon the Buyer, on his own initiative, arranging for immediate access for LOGSTOR to the defect Products with a view to remedial action, as well as the Buyer not having eliminated LOGSTOR's ability to trace a defect to a sub-supplier. e.g. through alterations, separations or destruction of the Products.

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8.3 The Buyer shall give notice to LOGSTOR of any defect, hereunder suspected defect, immediately after the Buyers discovery of, or suspicions that a defect has been found. The notice shall specify the nature of the defect and if possible, the identification number of the Product.

8.4 If a defect is found, for which LOGSTOR carries the liability according to this clause, LOGSTOR may at its discretion choose to refund the Buyer the purchase price for the defect Products, deliver a substitute Product or repair the defective Product. Any repair or delivery of a substitute Product will be made at the original agreed place of delivery of the Product. LOGSTOR shall not be liable for, or in any way reimburse, the cost of excavation, dismantling, transport, installation and re-establishment.

8.5 LOGSTOR shall only be responsible for ensuring that the Products are fit for purpose, to the extent LOGSTOR has carried out the design work and if the Buyer documents that the information given by the Buyer in this regard, is correct and adequate. Moreover, it is a prerequisite for such liability regarding the Products being fit for purpose, that such liability is explicitly stated in the order as well as the order confirmation.

8.6 LOGSTOR's liability according to this clause, shall not apply if the Buyer uses components in connection with the Products, which are not manufactured or approved by LOGSTOR, unless the Buyer is able to prove that such use has not caused the deficiency.

8.7 Unless otherwise explicitly agreed, in cases where the Customer supplies materials or components to be used or included in the production of the products, LOGSTOR disclaims all warranties and liability related to such customer-supplied materials or components, including but not limited to any defects, deterioration, or damage occurring while in LOGSTOR's possession, unless caused by gross negligence or willful misconduct. LOGSTOR shall not be responsible for any claims from the Customer or third parties relating to or arising from such materials or components. LOGSTOR does not arrange or maintain insurance coverage for consigned materials.

8.8 Immediately upon delivery, the Buyer shall check thoroughly that the Products are in compliance with the confirmed order. The Buyer shall complain immediately, and not later than three (3) working days after delivery, if deficiencies are found during such examinations and the Buyer shall not be able at any subsequent point in time to invoke deficiencies that were found or should have been found during such examination. This shall also apply if the Buyer fails to complain immediately about subsequently ascertained, hidden deficiencies.

8.9 The remedies as specified in clause 8.4, shall be the Buyer's sole remedies in case of a defect according to this clause 8.

9 PRODUCT LIABILITY

9.1 LOGSTOR shall only be liable for personal injury if it is proven that the injury is the result of error or negligence on the part of LOGSTOR or others for whom LOGSTOR is responsible.

9.2 LOGSTOR shall only be liable for damage to real property and personal property/chattels if it is proven that the damage is caused by grossly negligent errors or omissions on the part of LOGSTOR or others for whom LOGSTOR is responsible. However, the amount of compensation can never exceed the value of the delivery of Products of which the defective Product forms part, with a maximum of EUR 100,000.00 incl. interest and costs.

9.3 To the extent LOGSTOR is held liable for product liability towards a third party, the Buyer shall be obliged to indemnify LOGSTOR to the extent such liability goes beyond LOGSTOR liability according to this clause 9. If a third party raises a claim against either party for compensation under this item, the party in question shall immediately inform the other party accordingly.

9.4 This clause 9 shall only apply to the extent permitted according to applicable mandatory legislation.

10 PARTIES TO THE CONDITIONS

10.1 As specified in the preamble to these Conditions, said Conditions shall apply to all deliveries of Products made from LOGSTOR International Sp. Z o.o. and all companies which are directly or indirectly subsidiaries of, or affiliated herewith.

10.2 The Buyer however explicitly agrees that the party to each confirmed order, shall be the legal entity from the LOGSTOR group, as specified in the individual order confirmation. Additionally, the Buyer explicitly agrees, that LOGSTOR International Sp. Z o.o., hereunder all other companies within the LOGSTOR Group, only assumes liability under the given order confirmation, to the extent such entities are explicitly indicated as parties in the order confirmation.

10.3 For the avoidance of doubt, there shall be no automatic parent company guarantee, for the acts and omissions of subsidiaries

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of the LOGSTOR Group.

11 LIMITATION OF LIABILITY

11.1 LOGSTOR shall under no circumstances be liable for the Buyer's indirect damage or loss of any kind, including damages, any daily penalties or contract penalties which the Buyer may have to pay to a third party, nor for the Buyer's operating loss, time loss, lost supplies or similar losses. Even if, in individual cases, LOGSTOR may waive a claim or right vis-à-vis the Buyer, this shall not mean that LOGSTOR has waived all such claims or rights in other cases than the one where a specific agreement to this effect has been made.

11.2 LOGSTOR will at all times to the extent reasonably commercially possible assist the Buyer in all matters related to the Products, however: LOGSTOR'S AGGREGATED LIABILITY TOWARDS THE BUYER, REGARDLESS THE GROUNDS HEREFOR, SHALL NEVER EXCEED 30 % OF THE INVOICE VALUE FOR THE PRODUCTS GIVING CAUSE FOR THE LIABILITY IN QUESTION.

12 POLICIES AND DATA PROTECTION

12.1 The Buyer agrees to comply with all LOGSTOR's policies, including LOGSTOR's Anti-Corruption Policy as available on: https://www.logstor.com/en/anti-bribery-anti-trust/. LOGSTOR will ensure to inform the Buyer about any such additional policies, which will apply thirty (30) calendar days after such notification.

12.2 LOGSTOR shall be entitled to store and process personal data of individual contact persons employed by the Buyer, hereunder; name, telephone number, e-mail and company, also outside of the Buyer's country of residence. LOGSTOR will process such personal data with the purpose (a) of fulfilling LOGSTOR's obligations towards the Buyer; (b) of profiling the Buyer's order history, but not the private individual; and (c) to send technical information, price lists and similar to the Buyer. Said personal data will be subject to the laws of the country, where the personal data is stored / where the servers are physically located. LOGSTOR will at any time take the appropriate technical and organizational measures to ensure the protection of the personal data. LOGSTOR stores the personal data as long as the business relationship exists and up to one (1) year after the termination of the business relationship. The Buyer is entitled at any time to access, correct, be informed of or ask for deletion of the personal data that LOGSTOR process, unless other more compelling arguments contradict this. For further information, please find LOGSTOR's privacy notice at: https://www.logstor.com/en/privacy-notice/.

13 FORCE MAJEURE

13.1 Either party shall be entitled to suspend performance of its obligations under a confirmed order to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war (whether declared or not), military mobilization, insurrection, requisition, seizure, embargo, epidemics, restrictions in the use of power, any industrial dispute and any defects or delays in deliveries by sub-contractor caused by any such circumstances referred to in this clause and any other circumstances that are beyond the parties' control and which affect the parties' possibilities to fulfil the confirmed order (hereinafter "Force Majeure").The freedom from responsibility will last as long as Force Majeure lasts.

13.2 Any circumstance referred to in this clause whether occurring prior to or after the confirmation of an order shall give a right to suspension only if its effect on the performance of the confirmed order could not be foreseen at the time of the confirmation of the order in question.

13.3 A party claiming to be affected by Force Majeure shall forthwith notify the other party in writing on the intervention and on the cessation of any such circumstance.

Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate delivery according to the confirmed order, by notice in writing to the other party if performance has been suspended for more than eight (8) weeks.

14 CHOICE OF LAW AND VENUE

14.1 Any and all disputes between the Parties shall, without reference to its conflicts of law principles, be governed by the legislation of the country of the LOGSTOR company indicated on the order confirmation of the delivery giving rise to the dispute in question, The parties explicitly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods.

14.2 The exclusive place of jurisdiction shall be the place where of the LOGSTOR company indicated on the order confirmation, has its registered office. However, LOGSTOR shall also have recourse to the court located in the place where the Buyer has its registered office or domicile.

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