

ORSY® mat terms and conditions of the Würth Industrie Service GmbH & Co.

I. Scope of application, general information

1. the ORSY® mat Terms and Conditions ("Terms and Conditions") apply in addition to the General Terms and Conditions of Delivery and Payment of Würth Industrie Service GmbH & Co. KG (hereinafter referred to as "Würth") for all business relationships between Würth and its customers (hereinafter referred to as "Purchaser" and collectively as "Parties") when using an ORSY® mat dispenser. The Terms and Conditions shall only apply if the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. In the event of ambiguities or contradictions between the General Terms and Conditions of Delivery and Payment and these Terms and Conditions, these Terms and Conditions shall take precedence over the General Terms and Conditions of Delivery and Payment.

2. In all other respects, these Terms and Conditions apply exclusively; Würth does not recognize any terms and conditions of the customer that conflict with or deviate from these Terms and Conditions unless Würth has expressly agreed to their validity in writing. These Terms and Conditions shall also apply if Würth carries out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these Terms and Conditions.

3. individual agreements made with the customer in individual cases shall in any case take precedence over these Terms and Conditions. The content of such agreements shall be governed by a written contract or written confirmation from Würth.

4. references to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions.

II Supply concept

As a wholesaler, Würth offers various customer-specific supply concepts for C-Parts consumables. The ORSY® mat supply concept aims to provide the customer with a supply system for use for a fee, via which C-Parts consumables are automatically ordered and issued to the customer's employees. If an employee of the ordering party removes an item from the ORSY® mat system, an order process is triggered, which is intended to achieve automated and process-optimized replenishment of the materials in the ORSY® mat.

III. transfer of the ORSY® mat

1. Würth shall transfer the ORSY® mat to the customer for commercial use ("transfer"). The transfer begins on the day of commissioning of the ORSY® mat to the Customer.

2. the amount of the flat rate for the use of the ORSY® mat depends on the model and equipment. It is agreed individually and is subject to statutory VAT. The flat rate is due monthly, unless otherwise agreed.

3. Würth is responsible for

- to deliver, install and commission the ORSY® mat at the agreed installation site against payment ("commissioning");
- if an ORSY® mat equipped with an access restriction is provided, to hand over the access authorizations selected by the customer;
- to carry out necessary maintenance, servicing, any repairs and replacements as well as remote maintenance via the existing Internet connection (LAN/mobile radio) on the ORSY® mat during the term of the lease in order to ensure system functionality.

4. upon delivery of the ORSY® mat, the customer is obliged to provide a suitable and clean installation site for the ORSY® mat with regard to its size and intended use, which has sufficient, accessible and usable connection options to the existing power grid (single-phase alternating current 230V per module) and LAN/mobile radio within a maximum radius of two meters.

5. in the course of delivery, the customer is also obliged to check the ORSY® mat and all output modules immediately for any (transport) damage and/or other obviously recognizable defects and to note such defects on the delivery bill and to inform Würth immediately in writing.

6. the customer is obliged for the duration of the transfer

- to treat the ORSY® mat with care and attention;
- to have willful destruction or theft of ORSY® data by third parties recorded by the criminal authorities;
- to notify Würth immediately of any defects in the ORSY® mat provided or any malfunctions;
- to keep the installation site of the ORSY® mat safe for traffic and to properly connect the functional earthing supplied for the ORSY® mat CHE (hazardous materials cabinet module);
- to allow Würth and the customer service and maintenance personnel commissioned by Würth unrestricted access to the ORSY® mat during normal business hours after prior consultation for the purpose of checking the condition, loading and for other reasons, such as for the purpose of carrying out repairs and maintenance work;
- to bear the costs for electricity and Internet connection (for file transfer via LAN) incurred during operation of the ORSY® mat;
- to equip the ORSY® mat - in particular the ORSY® mat CHE (hazardous materials cabinet module) - exclusively with goods purchased from Würth and to store only such goods in it, unless Würth agrees otherwise in writing;
- not to return or re-store any opened and/or decanted container units in the ORSYmat CHE;
- to refrain from loading the ORSY® mat - in particular in connection with the processing of external order parts (data handling) - with hazardous substances, aerosols, flammable, explosive or chemical substances or liquids or to store such substances in it, unless he uses an ORSY® mat CHE hazardous substance cabinet module approved for this purpose or hazardous substance storage facilities defined for this purpose;

▪ depending on the ORSY® mat module used (e.g. ORSY® mat FP, HX, RT, WGT or CHE) and the materials stored therein, ensure that all technical, organizational and infrastructural requirements relating to the storage, removal and use of articles with special requirements (in particular hazardous substances) are met.

▪ as the user, to comply with the provisions applicable to portable electrical equipment within the scope of the DGUV V3 (formerly BGV A3) test and to ensure that the equipment is maintained in proper condition;

▪ Unless the performance of such a test has been expressly agreed in writing via Würth, the customer as the user must ensure the planned safety tests of the hazardous materials cabinet used for ORSY® mat CHE in accordance with BetrSichV, TRGS 526, TRGS 510 and ArbStättV;

▪ goods delivered for the ORSY® mat must not be picked up and transferred for use before being stored in the ORSY® mat;

▪ to remove items from an open compartment immediately and to close the compartment or the open cabinet again immediately after removal in order to prevent the automatic closing function from being triggered after the stored timeout (after 60 seconds by default) and the compartment from closing before the goods are removed;

▪ to keep the key received on delivery for the emergency release of the modules in a safe place. In the event of loss, Würth may demand reimbursement of the costs of installing a new locking circuit.

IV. Supply of goods, procurement and acceptance

1. to ensure the material supply in the ORSY® mat, the planning and design of the ORSY® mat system configuration (number and type of ORSY® mat module, compartment assignment and delivery cycle) is based on the planning data initially provided by the customer in terms of the required article portfolio and associated demand figures. If changes to the planning data are made by the customer after the initial installation of the ORSY® mat, the customer must notify Würth accordingly. On this basis, Würth will adjust the system configuration in consultation with the customer in order to ensure the continued availability of the materials.

2. after commissioning of the ORSY® mat, it is initially stocked with goods, whereby a purchase contract is concluded between the parties for the initial stocking goods.

3. unless otherwise agreed between the parties, the customer submits a binding offer to Würth to purchase the same article by removing an article from the ORSY® mat. This offer is automatically transmitted to Würth - either immediately after removal or after reaching a certain trigger value (e.g. quantities, weight) - via the intermediate, web-based service center by means of remote data transmission (LAN/mobile radio). Würth accepts the offer upon delivery of the goods to the customer, unless Würth has previously confirmed the offer by stating the quantity and delivery date. If an item is not available, Würth may submit an alternative offer.

4. the ordered goods shall be delivered by collective delivery in accordance with the delivery cycle or order collector agreed between the parties and taking into account the availability of goods from stock as well as the usual transaction and throughput times at Würth.

5. if the issue to the customer's employee is made via the ORSY® machine at piece or pair level, but the subsequent delivery can only take place in a full minimum container size (e.g. 6 pairs of gloves in a packaging unit), which comprises a multiple of this issue unit (piece, pair), the invoice shall be issued on the basis of the deliverable minimum container size.

6. the system support (loading of the ORSY® mat with delivered goods) of the ORSY® mat shall be carried out by the customer or its employees themselves after delivery of the ordered goods, unless Würth has assumed the obligation to provide system support for the ORSY® mat.

7. the customer shall be responsible for self-inflicted shortages in the system and the resulting damage and costs. In particular, the customer shall be responsible for stock shortages caused by incorrect use of the system options "individual removal" and "partial removal". In the case of "partial removal", the quantity removed must be entered manually via the display after each item removal. The users of the ordering party must exercise increased care here, as there is an increased risk of incorrect operation and the resulting need for manual corrections.

8. if special articles are to be supplied via the ORSY® mat, these can be included in the delivery on the basis of an offer by Würth specifically for the customer. Special articles are articles that are not part of Würth's catalog range and are therefore only procured (ordered, planned and stocked) on a customer-specific basis. They are identified by Würth with the article number prefix 0989-, 0991-, 1931-, 1964-, 1971- or 5993- or are explicitly identified as special articles in sales documents. These special items are procured on the basis of the requirement figures (planning data) provided by the customer in quantities up to a 12-month requirement. In the case of an ongoing ORSY® mat system and in the absence of updated demand figures procurement is carried out to a similar extent on the basis of consumption figures for the previous 12 months

9. stocks of special items procured in accordance with the above clause 8 must be accepted at the latest by the end of the term of the underlying ORSY® mat system contract. Within this contract term, the goods must be accepted by the customer at the latest by the end of the 13th month after storage at Würth. Alternatively, Würth may demand a storage fee of 5% of the inventory value (based on the agreed sales price) for the extended storage of the goods or store the inventory with a third party at the expense of the customer. If the customer fails to comply with a request for acceptance despite repeated reminders, Würth may deliver the goods to the customer against payment of the agreed purchase price.

10. if individual, item-specific agreements on procurement and acceptance exist between the parties or are agreed in a separate annex to the ORSY® mat system contract, these shall take precedence over the general provisions of the above clauses 8 and 9.

11. when using weighing technology (ORSY® mat WGT) in automated system delivery, mixing of delivery batches is unavoidable, as delivered goods are transferred from the cardboard packaging unit into the container on the weighing module that triggers the order. This means

that the delivery batches can no longer be traced. Against this background, the parties agree that the mixing of batches does not constitute a breach of duty and does not give rise to any claims against Würth.

V. Insurance

1. during the term of this Agreement, the Customer shall maintain insurance at its own expense to protect the ORSY® mat and the goods contained therein with appropriate coverage against loss, fire damage, theft, storm, water and other natural hazards that can typically be covered by property insurance.

2. the customer is obliged to inform Würth immediately of any circumstances of which it becomes aware that may affect the validity of the insurance cover or the assertion of possible insurance claims. Furthermore, the customer undertakes to bear all costs in connection with the insurance contract and to fulfill all obligations incumbent upon it thereunder, in particular to make all necessary declarations to the insurer in good time.

VI Term and termination

1. the contract concluded between the parties for the use of ORSY® mat ("ORSY® mat system contract") shall enter into force upon commissioning of the first ORSY® mat module. Unless otherwise agreed in the ORSY® mat system contract, the contract is concluded for an indefinite period. It can be terminated with a notice period of 6 months to the end of the month, taking into account the minimum contract term of 36 months.

2. the right to extraordinary termination of the ORSY® mat system contract without notice for good cause remains unaffected.

3. Würth may also terminate the ORSY® mat system contract without notice if

- the customer, despite a written warning from Würth, continues to use the ORSY® mat in breach of contract which infringes Würth's rights to a more than minor extent, in particular if the customer allows a third party to use the ORSY® mat without authorization or endangers the ORSY® mat through inappropriate use or neglect of the care incumbent upon him;

- the customer is more than five weeks in arrears with the payment of a full monthly usage fee;

- the customer otherwise fails to comply with its obligations under the ORSY® mat system contract despite a written warning and infringes Würth's rights to a more than minor extent.

4. if the customer does not make any withdrawals via the ORSY® mat system contract within a period of 6 weeks during the term of the ORSY® mat system contract, Würth shall be entitled, notwithstanding the above provisions, to terminate the ORSY® mat system contract at any time with a notice period of 6 weeks (special termination).

5. Any termination of the ORSY® mat system contract must be in text form.

6. notwithstanding the above provisions, the parties are at liberty to terminate the ORSY® mat system contract prematurely by mutual agreement. The Customer shall be obliged to pay a lump sum for administrative, (de)installation and transfer expenses at Würth's reasonable discretion if Würth exercises its termination rights under clauses 2, 3 or 4 of this section during the minimum contract term. The date of the notice of termination shall be decisive in this respect. The customer shall be entitled to prove that Würth has incurred no expenses at all or only significantly lower expenses than the agreed lump sum.

7. the customer is obliged to return the ORSY® mat including modules and accessories to Würth as the owner after termination of the ORSY® mat system contract.

8. termination of the ORSY® mat system contract shall not affect the purchase contracts concluded up to the time of effectiveness of the termination.

VII Liability and reimbursement of costs

1. if improper or inappropriate handling of the ORSY® mat and/or unauthorized modifications to the machine configuration, the article inventory or hardware or software components of the ORSY® mat by the customer or a third party occur within the customer's sphere of control and organization, the customer shall be liable for any damage caused thereby. Würth excludes liability for such cases.

2. should the ORSY® mat suffer damage during use by the customer that goes beyond the expected signs of use or normal wear and tear, Würth shall be entitled to repair the damage and invoice the customer for the costs incurred.

VIII Final provisions

1. should individual provisions be invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic intent of the original provision. In the event of unintended loopholes, the loophole shall be closed by such a valid and enforceable provision as the parties would have agreed if they had considered the need to regulate the point when concluding the contract.

2. these business relations and all legal relations between Würth and the customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

3. if the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Würth's place of business. However, Würth shall also be entitled to bring an action at the customer's general place of jurisdiction.