

Warehousing Service

Special Service Terms for the Warehousing Service (hereinafter “Service”)

valid from 1 July 2026

Based on the General Terms and Conditions of ALSO Schweiz AG (hereinafter “GTC”), available at https://www.also.ch/ec/cms5/de_6110/6110/legal/agb/index.jsp, the parties agree to further terms in accordance with these Special Service Terms for the Service (hereinafter “**SST Warehousing**” or “SST”). In the event of any conflict between these SST, the GTC and any other individual contract, these SST shall take precedence. The GTC, these SST and any individual contract (e.g. an annual agreement or service contract) constitute the entire agreement between the parties regarding the services (hereinafter referred to as the “Agreement”).

Definitions

“**Products**” for the purposes of these SST refers to all hardware products, including accessories and components, which are handled, stored, configured, transported or otherwise processed by ALSO within the scope of the agreed services, regardless of whether these are provided by ALSO or by the customer.

1. Scope of Services

- 1.1. The Warehousing Service constitutes an ICT-enabled logistics solution under which ALSO stores, manages and dispatches the Customer’s Products.
- 1.2. The web application or IT integration provided comprises the following basic functions, which are described and available for viewing in the ‘Warehousing’ user manual:
 - Stock overview
 - Entry and editing of item master data
 - Creating and viewing dispatch orders
 - Ordering ALSO Production & IT Services (billed in accordance with a separate price list & SST)
 - Parcel tracking
- 1.3. Services not expressly described in these SST shall not form part of the Agreement and shall require a separate agreement.

2. Obligations of ALSO

- 2.1. ALSO shall record product data for Products purchased from ALSO.
- 2.2. If the customer orders products from ALSO and requests warehousing, ALSO will add these products to the web application or via IT integration no later than 2 working days after the order is placed and display them there. Products not purchased from ALSO (‘third-party goods’) will be displayed in the web application within 3 working days of the customer entering the item master data and the products being delivered to ALSO.

3. Customer’s obligations

- 3.1. Product data for products not purchased from ALSO must be entered by the customer themselves in the web application or commissioned to ALSO for entry and completion.
- 3.2. Before delivering third-party goods to ALSO, the item master data for these goods must be fully entered into the web application or the IT integration, and ALSO must be notified of the delivery by email (warehousing-ch@also.com), providing the following information:
 - Delivery date and time
 - Item number
 - Number of pallets
 - Order number
 - Sender’s address
 - Unit price

3.3. Third-party goods must be delivered exclusively to the following delivery address:

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

- 3.4. The customer must deliver the products palletized and in accordance with the following delivery specifications:
- Dimension: max. 120 cm x 120 cm; height: max. 200 cm
 - Weight: max. 650 kg per pallet
 - Max. 20 pallets per delivery
 - No loose or container deliveries
 - Pallets containing only single-product items
 - Items must be labelled with unique, scannable item labels
- 3.5. Oversized, overweight pallets or excess quantities can only be accepted with ALSO's prior written consent. If the required delivery standards are not met, the customer will be charged for the additional costs incurred as a result of repackaging and/or relabelling the products.
- 3.6. ALSO is under no obligation to inspect the products placed in storage. Upon receipt of goods, ALSO merely carries out a visual inspection of the products for external damage and checks that the number of items delivered matches the delivery note. ALSO will notify the customer of any damage or discrepancies, subject to an appropriate reservation.
- 3.7. The customer acknowledges that, in particular, products with the following characteristics cannot be stored or accepted:
- Goods posing a risk of explosion or fire
 - Perishable goods
 - Goods emitting odours
 - Weapons
 - Liquids
 - Goods with temperature requirements
 - Bulk goods
 - Precious metals and gemstones
- 3.8. Delivery orders entered and submitted via the web application on working days by 4.00 pm will be processed on the same working day and handed over to the carrier for delivery. Requests for deliveries within a specific time slot must be submitted by 11.00 am. If the order is submitted after 4.00 pm, the products will be handed over to the carrier on the next working day. The carrier will deliver the goods no earlier than the next working day after acceptance. By arrangement, goods may also be collected from the ALSO warehouse upon presentation of an official photo ID. Collection must take place within 2 working days of the agreed collection date; otherwise, the goods will be delivered to the recipient at the recipient's expense.
- 3.9. For bulk consignments of more than 100 shipments per day or more than 10 pallets per delivery note, ALSO must be notified at least 2 working days before the order is submitted, so that the daily volume to be processed can be agreed between the customer and ALSO in a separate arrangement.
- 3.10. The recipient of the delivery is obliged to accept the goods and must take delivery of them in accordance with Article 13 of the GTC.
- 3.11. Deliveries and collections of goods are permitted only on working days from Monday to Friday between 07:30 and 12:00 and between 13:00 and 17:00, but not on public holidays in Switzerland or the Canton of Lucerne.
- 3.12. The customer is obliged to organize the return process for products (returns) themselves and to communicate this to their customers. Should end customers nevertheless inadvertently return products to ALSO, this shall be deemed an additional instruction to ALSO to carry out all necessary

enquiries and to forward the device to the customer. All associated costs shall be invoiced on a cost-plus basis.

- 3.13. Orders and delivery addresses entered in the web application are binding.
- 3.14. The customer acknowledges that scheduled deliveries are not possible and that delivery orders will not be processed if stock levels are insufficient.

4. Terms and Conditions of the Service

- 4.1. ALSO dispatches goods exclusively within Switzerland.
- 4.2. ALSO is entitled to take immediate measures and/or issue appropriate instructions to the client in order to protect other goods, the warehouse’s own facilities, or public safety or health.
- 4.3. Inspection of the stored products is only possible by prior arrangement with ALSO.

5. SLA

5.1. The following processing times apply as standard at the facility:

Service area	SLA/Response time
Receipt of ALSO goods	Recording and display in the web application within 2 working days of the order
Receipt of third-party goods	Displayed within 3 working days of complete master data entry and goods receipt
Standard dispatch orders	Orders placed by 16:00 are processed on the same working day and handed over to the transport partner
Time-slot deliveries	Orders must be placed by 11.00 at the latest
Bulk shipments	>100 consignments or >10 pallets per day, with at least 2 working days’ notice
Collections	Goods to be made available as per the agreed schedule; collection within 2 working days

5.2. The web application is provided “as is”. ALSO provides no warranty regarding the availability, accuracy, data integrity or continuous operation of the web application. Interruptions, system failures and data loss cannot be ruled out. ALSO may change the scope of the web application at any time.

6. Prices and payment terms

- 6.1. ALSO shall provide the service in accordance with the price list valid at the time of the order or the relevant quotation. Price changes are subject to the GTC.
- 6.2. All prices are net, excluding VAT, customs duties and levies.
- 6.3. Invoices are issued monthly; payment is due within 30 days net.

7. Duration and Termination

- 7.1. The contract term commences upon receipt of the login activation from ALSO in the web application. Termination is governed by the GTC.
- 7.2. These SST come into force on the effective date and remain valid until revoked or replaced by a new version. The version valid at the time of service provision shall apply. Upon the entry into force of a new version, all previous versions shall be superseded.
- 7.3. The customer is obliged to collect all stored products in full by the expiry of the notice period or by the end of the contract at the latest, or to arrange for their collection. If the goods are not collected in full within this period, ALSO is entitled to continue to store the remaining products at the customer’s expense and risk, to return them to the customer, or to have them stored by third parties. The resulting costs, as well as any additional storage, transport and handling costs, shall be charged to the customer in accordance with the current price list or on a cost-plus basis. If the customer fails to fulfil their obligation to collect the goods even within a reasonable grace period, ALSO is entitled to dispose of the remaining goods as it sees fit, in particular to sell or dispose of them, provided this is permitted by law. Any proceeds will be credited to the customer after deduction of all outstanding claims and costs incurred.

8. Liability

- 8.1. The goods are insured under transport liability, which is governed by the GTC.
- 8.2. This is without prejudice to ALSO's liability for negligent performance of the storage order. Liability is governed by Article 398 of the Swiss Code of Obligations (OR). Liability for wilful misconduct or gross negligence is limited to a maximum of CHF 500,000 per claim. Any further liability on the part of ALSO, its agents and third parties commissioned by ALSO for damages of any kind and on any legal grounds is excluded to the fullest extent permitted by law. In particular, the customer shall under no circumstances be entitled to compensation for damages not incurred to the goods themselves, such as loss of profit or other direct or indirect consequential damages.
- 8.3. ALSO holds the stored products as security for the respective outstanding balance arising from the customer's entire business dealings with ALSO. Upon the expiry, without being utilised, of a payment deadline set subject to a threat of realisation, ALSO reserves the right to realise the goods in question by private sale at the best possible price without further formalities.

9. Indemnification

- 9.1. The goods stored by the customer and the user data recorded by the customer are and remain the property of the customer. The customer bears the risk for the preservation of the stored goods and user data.
- 9.2. In the event of legal claims by third parties arising from data, content or resources provided by the customer, the customer shall indemnify ALSO, ensure an appropriate defence against such claims and bear the costs thereof.

10. Benefit and Risk

- 10.1. Title and risk shall pass to the customer upon handover of the goods to the customer or to a recipient designated by the customer.

11. Data Protection

- 11.1. Insofar as ALSO processes personal data on behalf of the customer as part of the service, the Data Processing Agreement (DPA) concluded between the parties shall apply. ALSO acts exclusively as a data processor within the meaning of the applicable data protection law. The customer is responsible for the lawfulness of the processing and shall, in particular, ensure that it fulfils its information obligations and has obtained the necessary legal bases and consents for both employee and end-customer data.

12. Miscellaneous

- 12.1. ALSO may engage qualified subcontractors at any time to provide the services. The customer has no right to demand the use of specific subcontractors. ALSO shall be liable for the acts and omissions of the subcontractors it engages in the same way as for its own conduct, to the extent and subject to the limitations set out in clause 9.2.
- 12.2. ALSO may amend the SST at any time; the version valid at the time of ALSO's order confirmation shall apply.
- 12.3. These SST are provided in English, German and French. In the event of any controversy or dispute, the German version shall prevail.
- 12.4. Unless otherwise specified, the terms and provisions used in the GTC shall apply mutatis mutandis.