

Warehouse contract

Concluded between the company

Name of company

Address

location

hereinafter referred to as „Manufacturer“ and

**DAILY SERVICE GMBH
GEWERBESTRASSE 6
A - 4481 ASTEN**

Hereinafter referred to as “warehouse keeper”, as follows:

Preamble:

The manufacturer produces high-quality food. The warehouse keeper is a logistics service provider specialising in temperature-controlled and sensitive logistics and has been storing, picking, and transporting temperature-controlled goods extensively for years. The manufacturer has entered into a distribution and/or logistics contract with the warehouse keeper, upon which the present storage contract is based.

§ 1 Establishment of a Warehouse:

1. The manufacturer establishes a warehouse with the warehouse keeper to ensure the optimal execution of services specified in the underlying logistics and/or distribution agreements. The warehouse is a consignment warehouse. The manufacturer is entitled to take back individual or all goods at any time.
2. The Warehouse keeper provides at least one picking location and one pallet location per item in their warehouses for his warehouse.
3. The obligation to replenish the warehouse lies with the manufacturer and is valid until the respective article is discontinued.
4. The warehouse keeper is entitled to request the manufacturer to take back the goods after a storage period of 6 months, especially if the expiry date of the stored goods is approaching.

If the manufacturer defaults on this obligation, the warehouse keeper is entitled and obliged to sell the stored goods on the manufacturer's behalf and to dispose of them properly at the end of the shelf life.

§ 2 Ownership, Inspection of the stored goods:

1. The warehouse keeper is obligated to store the goods separately from other goods and to mark them as the property of the manufacturer.
2. Insofar as the warehouse keeper is entitled to withdraw goods within the framework of a distribution agreement, a purchase agreement between the manufacturer and the warehouse keeper is concluded upon withdrawal of these goods in accordance with the underlying distribution agreement.
3. The manufacturer is entitled to inspect the goods accepted by the Warehouse keeper in the warehouses during normal business hours after consultation with the management (except for order-picking operations).

§ 3 Delivery of Goods, Liability and Insurance:

1. The goods shall be delivered free to the warehouse keeper's warehouse in compliance with the terms of delivery.
2. The warehouse keeper is obliged to inspect the goods to be stored upon delivery for completeness and, in random sampling, for any defects and to immediately notify the manufacturer of any defects (in accordance with the delivery terms). If the goods have defects, the warehouse keeper shall take the necessary measures to safeguard the rights of the manufacturer, in particular, vis-à-vis the forwarding agent, the carrier or the insurance company.

3. If defects have not been reported to the manufacturer within 10 days of delivery, the goods shall be deemed to be in order unless the defects were not recognisable during the required inspection.
The warehouse keeper is not obliged to inspect the goods to be stored with the assistance of experts.
4. The warehouse keeper is entitled and, upon request of the manufacturer, obliged to insure the stored goods against fire, theft and damage by third parties for the manufacturer's account.
5. The warehouse keeper undertakes to take out the insurance required by law when providing the contractual services.

§ 4 Withdrawals:

1. If a distribution agreement has been concluded between the warehouse keeper and the manufacturer, the warehouse keeper shall be entitled, based on this distribution agreement, to remove stored goods from the warehouse for delivery to customers and to transfer title to them in fulfilment of the transactions to be concluded with them.
2. If a logistics agreement has been concluded between the warehouse keeper and the manufacturer, the warehouse keeper is entitled to withdraw stored goods from the warehouse for delivery to the manufacturer's customer and to transfer them to the customer on behalf of the manufacturer.
3. In the absence of an agreement, as referred to in points 1 and 2 above, the warehouse keeper is not entitled to dispose of the stored goods in any way.
4. A physical inventory is conducted once a year. The manufacturer has the right to participate in this inventory.

§ 5 Compensation:

To cover the costs associated with warehousing, the warehouse keeper is entitled to a fee as stipulated in the most recent agreement on terms and conditions.

Furthermore, the manufacturer is obligated to cover all reasonable expenses and outlays that the warehouse keeper has incurred for the manufacturer's benefit in accordance with the most recent valid agreement on terms and conditions.

§ 6 Duration of the Contractual Relationship, Return of Goods:

1. This storage contract begins on [date] and shall continue indefinitely. Either party can end the contract by sending a registered mail notice six months before the end of a quarter. Upon termination of the storage contract, the warehouse keeper is entitled and obligated to return the goods to the manufacturer. However, this only happens after the warehouse keeper receives their compensation and any expenses they incurred for the manufacturer's benefit have been paid.
2. The return shall be at the expense and risk of the manufacturer.
3. Settlement upon Termination of Contract

Upon termination of the contract, the warehouse keeper shall promptly conduct an inventory in the presence of the manufacturer and transport the goods according to the manufacturer's instructions to the manufacturer and/or to a location designated by the manufacturer and continue to store them until then. Even after the termination date of this agreement, all provisions of this contract will continue to apply unchanged to any services provided by the warehouse keeper in connection with it.

The warehouse keeper will continue to fulfil all transportation orders issued prior to the termination date, even if the execution of the carriage contracts extends beyond the termination of this agreement. Throughout this period, all provisions of this agreement shall remain unchanged.

The warehouse keeper shall promptly return all documents provided to him in connection with the implementation of this agreement at his own expense and risk.

§ 7 Non-exclusivity

Exclusivity is explicitly not agreed upon.

§ 8 Jurisdiction, Legal Venue:

For all disputes arising from this contractual relationship, the parties agree to the application of Austrian law in the jurisdiction of the court competent for Linz.

§ 9 Miscellaneous

No oral agreements shall be made in connection with this contract, and any amendments or additions to it shall be valid only if made in writing. The same applies to the waiver of the written form requirement.

If one or more provisions of this contract are invalid, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to promptly agree on a provision that comes closest economically to the invalid provision. The contracting parties undertake to transfer the rights and obligations arising from this contractual relationship in full to any individual or universal successors.

This English translation is provided for informational and comprehension purposes only. In the event of any inconsistencies or discrepancies between the English translation and the original version in German, the original version in German shall prevail and shall be authoritative for the interpretation and enforcement of this agreement.

TRANSLATION