



Document title	Document type	Created	Number of pages
Pre-Purchase Agreement	Contract	4.11.2020	2

Pre-Purchase Agreement

This PRE-PURCHASE AGREEMENT has been entered into by and between:

Schrankerl GmbH, a company duly incorporated, organized and existing under the laws of Austria, address Franz-Josefs-Kai 45, 1010 Wien (hereinafter referred to as "Schrankerl"),

and

the Customer, who filled the Pre-Purchased Agreement online form (hereinafter referred to as "the Customer").

Schrankerl and the Customer are hereinafter individually referred to as a "Party" and jointly as the "Parties".

WHEREAS Schrankerl is an Austrian company active in the supply of food-related products and services.

WHEREAS The Customer is a company with an expressed intention of becoming a customer of the products/services offered by Schrankerl.

WHEREAS Schrankerl has expressed a desire to sell products/services to the Customer and the Customer has expressed an interest in purchasing products/services from Schrankerl.

NOW THEREFORE, the Parties have agreed upon the following terms and conditions.

1. Contractual Documents

1.1 This agreement and the Appendices hereto (hereinafter referred to as the "Agreement") form the entire agreement between the Parties relating to the subject matter hereof and all Appendices are to be regarded as integral parts of the Agreement. All amendments and modifications shall be made by a written document signed by authorized representatives of both Parties.

2. Notices

Any notice in connection with this Agreement shall, unless otherwise evident from applicable routines, be in writing in English and delivered by hand, e-mail, registered post or by courier using an internationally recognized courier company.

Such notice shall be sent to the following address:

If to Schrankerl:

Schrankerl GmbH
Stephan Haymerle (Managing Director)
Franz-Josefs-Kai 45, 1010 Wien, Österreich
Tel (mobile): +43 664 7839618
E-mail: stephan@schrankerl.at (Cc: sara@schrankerl.at)

If to Customer:

Contacts provided in the online form.

3. Scope of the agreement

3.3. Schrankerl shall reserve a "Slot" for the customer regarding the possibility to enter a Customer-Supplier relation connected to the sales of food-related products/services.

3.4. Such Customer-Supplier relation shall be regulated by a specific Purchasing Contract to be stipulated among the parties before the start of the sales of food-related products/services from Schrankerl to the Customer.



Document title Pre-Purchase Agreement	Document type Contract	Created 4.11.2020	Number of pages 2
---	----------------------------------	-----------------------------	-----------------------------

- 3.5. The "Slot" is to be understood as a position designated to the Customer, within the order with which Schrankerl brings its customers onboard, compatible with the limits given by the operating capacity. The "Slot" is defined as a time period, in which the Client wishes to start purchasing Schrankerl's food-related products/services.
- 3.6. The specific timing of such "Slot" shall be agreed by both parties and has to be understood as an indication and not as a binding commitment.
- 3.7. In addition, Schrankerl offers to organize a meal at the client's premises for all the employees (number of employees depending on the chosen "Package").
- 3.8. In addition, Schrankerl offers to the Customer a dedicated Social Media Campaign. If not differently agreed, such Social Media Campaign includes and is limited to 3 posts on Instagram or Facebook or LinkedIn, featuring pictures or videos of the Schrankerl product/service offer at the location of the Customer. The date of execution of the Social Media Campaign as well as further details about its content shall be agreed by both Parties.
- 3.9. As a further special condition, Schrankerl offers a "3-months-money-back" option. This option applies to the future scenario of the Customer renting a fridge from Schrankerl. Within the first three months of rental, the Customer has the option of returning the fridge at any point and receiving the total Renting Fee already paid as a payback. The maximum amount that Schrankerl shall pay back corresponds to three times the Schrankerl Renting Fee. In order to qualify for the money-back option, the fridge must be returned from the Customer to Schrankerl in perfect conditions.

4. Payment amount and conditions

Different "Packages" with different prices are available, depending on the company size. Please refer to the table below.

Number of employees	Price
< 100	750 €
100 - 150	1125 €
150 - 250	1875 €
> 250	To be agreed among the Parties in a separate agreement

Further details about the money transfer will be agreed separately by the Parties.

5. Duration and termination

- 5.3. This Agreement shall come into force on the day on which the Customer fills and submits the related Pre-Purchase Agreement online-form and shall be valid until a subsequent Purchase Agreement will come into force among the Parties.
- 5.4. This Agreement may be terminated by either Party by a written notice at any time. Upon termination Schrankerl will return to the Customer any sum connected to the future transfer of product/services, if such Purchase has not taken place yet. This money transfer shall be done within 60 days from the termination of the Agreement. No other compensation shall be payable from any of the parties due to the cancellation of the agreement.

6. Applicable Law

- 6.3. The Parties shall in all circumstances try to settle their disputes amicably by mutual negotiations. If no agreement can be reached, the matter shall be settled by the appropriate legal action.
- 6.4. This Agreement shall be solely governed and construed in accordance with substantive Austrian law.