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Schrankerl abo agreement

This SCHRANKERL ABO 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 and submitted the "Schrankerl Abo Vertrag" online Form.

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 food-related services, including food delivery and food storage in Schrankerl smart-fridges, but not in own food production.

WHEREAS The Customer is a company with an expressed intention of becoming a Customer of Schrankerl.

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

1.2. Appendices: -

2. Notices

Any notice in connection with this Agreement shall be in writing and delivered by e-mail or registered post. Such notice shall be sent to the following address:

If to Schrankerl:

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

If to Customer:

Same e-mail contact used for the usual communication between the Parties.

3. Scope of the agreement

Schrankerl will provide one or more smart fridges to the Customer, against the payment of a Service Fee from the Customer (the "Service Fee"). Schrankerl will regularly refill the smart fridges with food and drink products produced by third parties. The service of refilling is included in the Service Fee. The smart fridges have been designed and manufactured for the sale of fresh food products through digital remote management, including the functions of (i) product selection and (ii) payments by users.



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Schrankerl will not sell any food or drink products directly to the Customer. Instead, the users conclude separate sales contracts with Schrankerl by taking the desired products from the smart fridge in accordance with the general terms and conditions (available in the latest version on the Schrankerl website).

4. Duration and termination

- 4.1. This Agreement shall come into force as soon as the written offer (the "Offer") from Schrankerl is signed electronically or physically by the Customer and a confirmation of acceptance is sent by Schrankerl to the Customer. This Agreement shall be valid for an indefinite period of time until further notice. This Agreement may be terminated by either Party by a written notice to expire three (3) months from receipt of the termination notice.
- 4.2. In case of termination of the Agreement initiated by the Customer or in case of extraordinary termination (as describe in the next paragraph), the Customer shall pay the amount of two hundred (200) Euro to Schrankerl in order to cover the de-installation costs.

5. Extraordinary termination of the agreement

- 5.1 If the users at the Customer's premises repeatedly (two or more times) make an improper use of the smart fridge, Schrankerl is entitled to withdraw from the Agreement within 3 (three) working days. This, among other actions, may include damages to the smart fridge or stolen products from the fridge.
- 5.2 If the Customer does not pay invoices on the due date, in spite of two (2) written notices, Schrankerl is entitled to withdraw from and terminate the Agreement immediately.

6. Quality

Schrankerl shall invest adequate effort to provide the Customer with the service and the quality criteria of which is defined between the parties and specified in this agreement. The Customer understands that the smart fridge technology is new and constantly under improvement. For this reason, imperfections in its functionality should be occasionally expected.

7. Smart fridge refill and delivery time

- 7.1. The delivery time and frequency shall be agreed separately among the parties and adjusted according to necessity.
- 7.2. The Customer commits to guarantee to Schrankerl, or any other subject appointed by Schrankerl, access to the smart fridges on the scheduled times of fridge refill.
- 7.3. On long weekends, days between the holidays and at any time when Schrankerl anticipates a lower office presence, Schrankerl is allowed to reduce the frequency of food deliveries and the quantity delivered or suspend the service in the interest of reducing food waste. This will not be a detriment to Schrankerl's obligations and shall not give rise to any complaints or claims for reimbursement from the Client.
- 7.4. Should the service differ significantly from the usual, Schrankerl will inform the Customer immediately. For example, Schrankerl is usually closed between the holidays of 24 December and 6 January. Only in agreement with the Client and with special conditions can a limited service be provided.

8. Smart fridge installation and requirements

- 8.1. The Customer shall make a use on the Refrigerators which is consistent with their intended use and shall ensure that the Refrigerators can be installed within spaces having the following features:
 - minimum area of 1 (one) squared metres;



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- minimum height of 2,10 (two point ten) metres;
- a power supply plug model (model CEE 7/4 - c.d. *schuko* or plug model type L 16A) supplied with direct current at 220 V and 50 Hz;
- public mobile internet connection available with good reception.

8.2 The Customer acknowledges and accepts to be fully responsible for any damage occurred to the Refrigerators as a result of (i) misuse of the Refrigerators or (ii) suspension or interruption of the power supply. The Customer shall also be liable for any damages to the Refrigerators caused by users and/or third parties (e.g. employees, its customers, suppliers or subcontractors) on its premises.

8.3 Schrankerl shall be in charge for the maintenance of the Refrigerators. Regarding activities of ordinary maintenance, such as cleaning or emptying of the water tank, the support of the Customer might be requested. The Parties shall agree separately upon this matter.

8.4 In case of any extraordinary circumstance, such as drop of the temperature in a fridge, the Customer shall support Schrankerl to promptly intervene, even outside the usual delivery time. To this purpose, the Customer shall appoint an emergency contact that Schrankerl can get in touch with. Schrankerl understands, that availability will be guaranteed only within the normal working hours of the Customer.

9. Pricing

For the use of the smart fridge and the related services object of this Agreement, the Customer shall pay to Schrankerl a Service Fee for each Refrigerator. The amount of this fee and any other detail related to Pricing are contained in the Offer submitted from Schrankerl to the Customer. In case of any conflicts between the Offer and this contract, the Offer shall prevail.

10. Payment Terms

10.1. The payment of the Service Fee shall be done on a monthly or annual basis, as agreed among the parties. In case of monthly payments, the payment of the Service Fee shall be done by the Customer by the 15th of the corresponding month. In case of annual payments (12 months' frequency), the payment of the Service Fee shall be done by the Customer by the 15th of the first month.

10.2. Invoicing will be on a monthly basis or on annual basis, based on which payment frequency is agreed.

11. Damages to the smart fridge

11.1. Schrankerl is entitled to receive compensation from the Customer for any damage to the smart fridge up to 3,000 (three thousand) Euro per fridge, if the damage is caused, directly or indirectly, by the Customer, its employees, its customers, suppliers or subcontractors.

11.2. Schrankerl is also entitled to receive compensation for any further damage or loss of profit caused by the Customer, its employees, its customers, suppliers or subcontractors.

11.3. The Customer is also responsible for any improper use of the fridge by the Customer, its employees, its customers, suppliers or subcontractors, leading to damage to the food products' quality, including the fridge being left opened. In this case, the Customer shall reimburse Schrankerl an amount equal to the sales value of the food and drink products that have lost their value.

12. Liability, Limitation of liability

12.1. Schrankerl shall not be held liable for any incidental, consequential, direct, indirect or special damage of any kind, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or relating to any Schrankerl product or service to the maximum extent permitted by law. In no event shall Schrankerl's total liability to Customer for all damages exceed the amount of three thousand euros (EUR 3,000). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.



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- 12.2. Clause 12.1 does not apply to personal injuries of the Customer, its employees, its customers, suppliers or subcontractors or the Users.
- 12.3. All additional terms stated in Schrankerl Terms & Conditions for Users (available in the most updated version on the Schrankerl website) apply, especially in reference to Article 8 and Article 12 of the General Terms and Conditions for Users.

13. General terms and conditions for users

Schrankerl General Terms and Conditions for Users (available in the most updated version on the Schrankerl website) shall apply to the Customer, as a User, and to any individual subject making use of the smart fridge at the premises of the Customer, including employees and visitors.

14. Communication with the employees of the Customer

In order to help Schrankerl to offer a high quality service, the Customer agrees at promoting the use of the smart fridge at its company. The specific ways shall be agreed together by the Parties.

15. Special conditions

- 15.1. Any special conditions may be discussed and agreed upon separately by the Parties. These may include any agreements concerning subsidies or special offers for the benefit of the employees of the Customer.

16. Applicable law

- 16.1. 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.
- 16.2. This Agreement shall be solely governed and construed in accordance with substantive Austrian law.
- 16.3. The sole place of jurisdiction shall be A-1010, Vienna.
- 16.4. Should any provision of the Agreement be or become invalid or impracticable, the remainder of the contract shall remain valid. The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision which the parties would have reasonably agreed upon had they been aware of the ineffectiveness or unenforceability.
- 16.5. By selecting "I agree to the terms & conditions" in the online "Schrankerl Abo Vertrag" form, the Customer declares and confirms that it has read and understood this Agreement including its Appendices and that it is proficient in the English language.