



Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

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 Ungargasse 37, 1030 Wien (hereinafter referred to as "Schrankerl"),

and

The Customer, who expressed the will to receive the services of Schrankerl.

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 The term User or Users refers to any individual utilizing the intelligent refrigerator located on the Customer's premises, encompassing both employees and visitors.

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: -



Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

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
Sara Mari-Strasser & Stephan Haymerle
Ungargasse 37, 1030 Wien, Österreich
Tel (mobile): +43 670 4002374
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. Schrankerl will not sell any food or drink products directly to the Customer. Instead, the individual 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.
- 4.2. The Agreement will be automatically renewed for the duration of one year (12 months).
- 4.3. This Agreement may be terminated by either Party by a written notice to expire three (3) months before the end of each contract period.
- 4.4. 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 four hundred (400) 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)

Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

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. In case of malfunctioning of the fridge, the Customer shall immediately inform Schrankerl, in order to allow a prompt intervention.

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 shall not be regarded as a detriment to Schrankerl's obligations and shall not give rise to any complaints or claims for reimbursement from the Customer.
- 7.4. Should the service differ significantly from the usual, Schrankerl will inform the Customer immediately. For example, the Customer shall be informed that Schrankerl is usually closed between the 24th December and the 6th January. Only under specific and justified request form the Customer and with special conditions a limited service may 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 2 (two) squared metres.
 - Minimum height of 2,13 (two point thirteen) 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. Wired internet connection:
- Make sure an Ethernet port is physically available close to Fridge.
 - Make sure the ethernet ports are accessible and open when using a wired internet



Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

connection.

8.3. Wireless internet connection:

- Only 2.4 Ghz networks. 5Ghz networks are currently not supported.
- Networks to avoid: networks, in which a pop-up is displayed to authenticate; 'rotating' passwords.

8.4. Where to position Fridge:

- Do not install in the vicinity of heating radiators or other heat sources.
- Do not install where it is exposed to direct sunlight (near windows).
- Do not expose the refrigeration unit to air currents from fans, open doors, conditioning units.
- Keep the air intake and outlet area around the plinth area of the fridge clear and free from obstacles.
- It is necessary that the condensing unit has a good circulation of air around it, therefore the area around the condensing unit should not be obstructed by boxes or other obstacles.
- Keep the fridge at a distance from the wall of at least 10 cm.

8.5 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.

8.6 Schrankerl shall be in charge for the maintenance of the Refrigerators.

8.7 Upon special and occasional circumstances, the support of the Customer might be requested (e.g., plug/unplug the power supply, reboot of the fridge, etc.).

8.8 In case of any extraordinary circumstance and immediate need, 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

9.1 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.

9.2 Schrankerl retains the authority to unilaterally increase the price twice per year to align with inflation, as determined by the Verbraucherpreisindex (VPI/HVPI). Any other alterations to the price will require explicit consultation with the Customer.



Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

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.
- 10.2. Invoicing will be monthly or annual, based on which payment frequency is agreed.
- 10.3. In any case, the payment of the Service Fee shall be done within 15 days after the receipt of the Invoice.

11. Deposit

Schrankerl is entitled to request a deposit from the Customer. This deposit shall be used to cover potential damages to the fridge (see Paragraph 12), unpaid bills or any other indemnification due from the Customer to Schrankerl. Shall no reason for indemnification arise during the length of the Agreement and shall all bills be already paid, the Customer is entitled to receive the full amount of the deposit back from Schrankerl at the end of the duration of the Agreement.

12. Damages to the smart fridge

- 12.1. Schrankerl is entitled to receive compensation from the Customer for any damage to the smart fridge up to 7,000 (seven thousand) Euro per fridge, if the damage is caused, directly or indirectly, by the Customer, its employees, its customers, suppliers or subcontractors.
- 12.2. Schrankerl is entitled to receive compensation for any further damage or loss of profit caused by the Customer, its employees, its customers, suppliers or subcontractors.
- 12.3. The Customer is 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 for example the fridge being left opened or the power supply be unplugged. 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.

13. Liability, Limitation of liability

- 13.1. 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 Costumer 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.
- 13.2. Clause 13.1 does not apply to personal injuries of the Customer, its employees, its customers, suppliers or subcontractors or the Users.
- 13.3. All additional terms stated in Schrankerl Terms & Conditions for Users (available in the most updated version on the Schrankerl website) shall apply.



Document title	Document type	Date of latest update	Number of pages
Schrankerl abo agreement	Contract	19.07.2024	6

14. 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, and to any individual subject making use of the smart fridge at the premises of the Customer, including employees and visitors.

15. 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.

16. Special conditions

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.

17. Applicable law

- 17.1. 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.
- 17.2. This Agreement shall be solely governed and construed in accordance with substantive Austrian law.
- 17.3. The sole place of jurisdiction shall be A-1010, Vienna.
- 17.4. 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.
- 17.5. By signing the offer as in 4.1 described, 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.