

GENERAL TERMS AND CONDITIONS

for services provided by InterLog Management GmbH

Version of 31 March 2026

§ 1 – Company Information

1.1 InterLog Management comprises the following companies:

Branch Office Switzerland
InterLog Management GmbH
Allee 1B (Businesspark Sursee)
6210 Sursee
Switzerland

VAT No.: CHE-115.204.687
Commercial Register No.: CH-
400.4.032.210-3

Branch Office Germany InterLog Management GmbH
Konrad-Zuse-Straße 1
44263 Dortmund
Germany

VAT ID No.:
DE292658335 Commercial
Register No. (DE):
25995

Branch Office Austria
InterLog Management GmbH
Waagner-Biro-Straße 47
8020 Graz
Austria

VAT ID No.: ATU78328409
Company Register: FN 581664p

§ 2 – Preamble

- 2.1 The following General Terms and Conditions apply to all legal transactions and services provided by InterLog Management (hereinafter referred to as the “Contractor”) for the respective contractual partner (hereinafter referred to as the “Client”). Furthermore, these General Terms and Conditions form an integral part of all consulting and service agreements concluded by InterLog Management and apply to agreements the subject matter of which is the provision of advice and information by the Contractor to the Client in connection with the planning, preparation and execution of commercial or technical decisions and projects, in particular in the following areas:
- Corporate management / management consulting
 - Logistics / supply chain consulting
 - Consulting in the area of data processing, IT and digitalisation
 - Selection decisions and system evaluations
 - Consulting in the area of controlling / business intelligence
 - Consulting in the area of administration and organisation
- 2.2 The parties agree to cooperate in accordance with the specific individual agreement referred to as the mandate agreement or project agreement (“Agreement”).
- 2.3 Any amendments to these General Terms and Conditions made by the Contractor shall be notified to the Client in writing. They shall be deemed approved unless the Client objects in writing after receipt of the amendments. The Client must send any objection to the Contractor within 15 business days of notification of the amendments.

Any supplementary general terms and conditions of the Client shall apply only if they have been expressly acknowledged in writing by the Contractor.

§ 3 – Purpose of Contract

- 3.1 The subject matter of the engagement is the consulting activity agreed and specified in the Agreement, and not the achievement of a specific commercial success or the preparation of expert opinions or other works. The Contractor's services are deemed rendered once the required analyses, the resulting conclusions and the recommendations have been developed and explained to the Client. It is irrelevant whether or when the conclusions and/or recommendations are implemented.
- 3.2 At the Client's request, the Contractor shall provide information on the status of performance of the engagement and, upon completion, render an account by means of a written report reflecting the essential content of the process and the outcome of the consulting services. If the Contractor is to prepare a comprehensive written report, in particular for submission to third parties, this must be agreed separately.
- 3.3 The Contractor shall perform all work with the greatest care and always with due regard to the Client's individual situation and requirements.
- 3.4 In its surveys, analyses and further activities, the Contractor is obliged to present the company's situation correctly and in full with regard to the issues in question. Data provided by third parties or by the Client shall be checked for plausibility only. Any conclusions and recommendations to be derived from the examinations shall be made to the best of the Contractor's knowledge and in accordance with recognised rules of science and practice. The recommendations shall be presented in a clear and comprehensible manner.
- 3.5 Unless agreed otherwise, the Contractor may engage qualified subcontractors to perform the engagement; however, the Contractor shall remain directly obligated to the Client at all times. The Contractor shall deploy duly trained staff with the requisite expertise and shall continuously supervise and monitor them while performing the engagement. In all other respects, the Contractor shall decide at its sole discretion which staff members to deploy or replace.

§ 4 – Contract Development

- 4.1 An agreement with the Contractor shall be concluded by sending the signed order or offer by post or by email, or by the Contractor sending an order confirmation by email or post. The agreement shall in particular also include these General Terms and Conditions.
- 4.2 The subject matter of the agreement and the precise description of the tasks shall be set out in detail in the respective offer.

In particular, the following shall be governed:

- Scope of services and deliverables
- Deadlines / dates

§ 5 – Termination of Contract

- 5.1 The agreement shall commence and end at the time specifically and individually agreed.
- 5.2 The agreement may be terminated for convenience. Depending on the scope of the mandate or project, a notice period of 4 to 6 weeks to the end of a month shall be agreed.

- 5.3 Termination immediately after conclusion of the agreement and prior to commencement of service performance is not contemplated. It shall be possible only if the Contractor can demonstrably not meet its contractually agreed obligations. If the Client terminates contrary to this clause 5.3 prior to commencement of the agreement, the Contractor shall be reasonably compensated for its loss of work. For this purpose, a lump-sum amount of CHF/EUR 10,000.00 of the mandate scope is agreed.
- 5.4 Any termination must be in writing to be effective.

§ 6 – Scope of Services

- 6.1 The services to be provided by the Contractor generally comprise the tasks listed in detail in accordance with the mandate agreement or project agreement issued by the Client.
- 6.2 At regular intervals to be defined, the Contractor shall inform the Client of the results of its activities.
- 6.3 If it is in fact not possible for the Contractor to perform an engagement owed under the agreement, the Contractor shall notify the Client thereof without undue delay.
- 6.4 The Contractor shall provide the equipment and personnel required to render the services, unless the Client has suitable equipment or premises available.
- 6.5 The parties shall endeavour, to the best of their knowledge and belief, to support the respective contracting party in the performance of its obligations by providing information, advice or experience, in order to ensure a smooth and efficient workflow for both parties.

§ 7 – Alterations of Services and/or mandate

- 7.1 The Contractor shall be obliged to take into account any change requests of the Client, provided this is reasonable within the scope of its operational capacities, in particular with regard to effort and scheduling.
- 7.2 To the extent that the review of the feasibility of changes or the implementation of the requested changes affects the contractual terms, in particular the Contractor's effort or the schedule, the parties shall agree on an appropriate adjustment of the contractual terms, in particular an increase of remuneration and a postponement of deadlines. Unless agreed otherwise, in such case the Contractor shall continue the work without taking the requested changes into account until the agreement is amended.
- 7.3 If an extensive assessment of additional effort is required, the Contractor may request a separate engagement for this purpose.
- 7.4 Any amendments and supplements to the engagement must be made in writing to be effective. Minutes of relevant meetings or the project status shall satisfy this requirement if they are signed by the authorised representatives of both parties.

§ 8 – Confidentiality Obligation

- 8.1 The Contractor shall be obliged, without limitation in time, to maintain confidentiality regarding all information designated as confidential or trade and business secrets of the Client that become known to it in connection with the engagement. Disclosure to third parties not involved in the performance of the engagement may be made only with the Client's prior written consent.
- 8.2 The Contractor undertakes to oblige all persons engaged by it to perform the engagement to comply with this provision.

- 8.3 Within the scope of the purpose of the engagement, the Contractor is authorised to process personal data entrusted to it, or to have such data processed by third parties, in compliance with applicable data protection provisions.

§ 9 – Cooperation of the Client

- 9.1 The Client shall be obliged to support the Contractor to the best of its ability and to create, within its sphere of operations, all conditions necessary for proper performance of the engagement; in particular, the Client shall provide all documents necessary or material for performance of the engagement in a timely manner.
- 9.2 At the Contractor's request, the Client shall confirm in writing the accuracy and completeness of the documents submitted by it as well as its information and oral statements.

§ 10 – Remuneration / Payment Conditions / Account Settlement

- 10.1 The remuneration for the Contractor's services shall be calculated based on the time spent on the activity (time-based fee) or agreed in writing as a fixed price. Any fee depending on the degree of success or payable only in the event of success is expressly excluded. Unless agreed otherwise, the Contractor shall, in addition to its fee claim, be entitled to reimbursement of expenses. Details of the payment method are governed in the Agreement.
- 10.2 Where, in the case of long-term agreements, invoicing is based on effort, the Contractor's current daily rates and expense rates shall apply. These shall be provided to the Client in each case. For agreements concluded in the last quarter of the current financial year, the agreed prices shall also apply for the following year. If the price adjustment exceeds customary market prices by more than an insignificant amount, the Client may terminate the agreement.
- 10.3 Several Clients (natural and/or legal persons) shall be jointly and severally liable.
- 10.4 Set-off against the Contractor's claims for remuneration and reimbursement of expenses shall be permissible only with undisputed claims, claims established by final and binding judgment, or claims ready for decision.
- 10.5 The service price is based on the scope of the work activity owed. This is contractually based on the provisions of the mandate agreement or project agreement.
- 10.6 All payments shall be due 20 days after invoicing without any deduction. If payment deadlines are exceeded, the Contractor shall be entitled, without further reminder, to default interest in the amount of 2% above the reference interest rate (Euro Short-Term Rate (ESTER)). The right to claim further damages remains unaffected.
- 10.7 All services of the Contractor shall be exclusive of the value added tax (VAT) currently applicable by law in the country of performance. Statutory VAT shall be added to all price quotations and shown separately on invoices.

§ 11 – Claims

- 11.1 To the extent that the services are capable of being remedied, the Contractor shall rectify any defects for which it is responsible, provided that this is possible with reasonable effort. The Client shall notify any defects in writing without undue delay, but at the latest within 15 business days after performance of the services.
- 11.2 If remediation fails, the Client may also request a reduction of the remuneration or rescission of the agreement. If the engagement was awarded by an entrepreneur, a legal entity under public law or a special fund under public law, the Client may request

rescission of the agreement only if, due to the failure of remediation, the rendered service is of no interest to it.

§ 12 – Protection of Intellectual Property

- 12.1 The Client warrants that the reports, organisational charts, drafts, drawings, lists and calculations prepared by the Contractor in the course of the engagement shall be used only for the purposes contractually agreed and shall not, without the Contractor's express consent in the individual case, be reproduced, edited, translated, reprinted, forwarded or distributed. The use of the consulting services provided for companies affiliated with the Client requires an express written agreement.
- 12.2 To the extent that work results are eligible for copyright protection, the Contractor shall remain the author. In such cases, the Client shall receive the right of use in the work results which is limited only by clause 12.1 sentence 1, and otherwise, after full payment of the remuneration owed, an irrevocable, exclusive and non-transferable right of use, unlimited in time and place.

§ 13 – Loyalty / Code of Conduct

- 13.1 The parties undertake to be mutually loyal. They shall inform each other without undue delay of any circumstances that arise in the course of project execution and may affect the project work.
- 13.2 In particular, the parties shall refrain from hiring or otherwise employing employees or former employees of the respective other party who are or were involved in performing the engagement, until twelve months after the end of the cooperation.
- 13.3 The Client undertakes to inform the Contractor without undue delay of any intentions to terminate or change the employment relationship of Contractor employees deployed to perform the engagement that become known to the Client.

§ 14 – Force Majeure

- 14.1 Events of force majeure that materially impede performance or temporarily render it impossible shall entitle the affected party to postpone performance for the duration of the impediment and a reasonable start-up period. Force majeure shall include influences and similar circumstances to the extent they are unforeseeable, serious and not attributable to fault. The parties shall promptly inform each other of the occurrence of such circumstances.

§ 15 – Withholding documents / Filing documents

- 15.1 Until its claims have been paid in full, the Contractor shall have a right of retention over documents handed over to it; however, the exercise of such right shall be contrary to good faith if retention would cause the Client disproportionate damage that is not justified when weighing both parties' interests.
- 15.2 After settlement of its claims under the agreement, the Contractor shall return all documents that the Client or a third party has provided to it in connection with performance of the engagement. This shall not apply to correspondence between the parties and to simple copies of reports, organisational charts, drawings, lists, calculations etc. prepared in the course of the engagement, provided that the Client has received the originals.
- 15.3 The Contractor's obligation to retain documents shall expire six months after service of a written request to collect them, and otherwise after three years; in the case of documents retained pursuant to [§ 15.1](#) five years after termination of the contractual relationship.

§ 16 – Liability

- 16.1 The Contractor shall be liable to the Client for the diligent performance of its engagement and for the careful selection of the staff deployed. In the event of intentional or grossly negligent causation of damage, liability shall be limited to the foreseeable, typical contractual damage at the time the agreement was concluded. Liability for defective performance shall exist only if the Contractor has breached its duties of care in a gross manner. No liability shall exist if the Contractor has not been informed by the Client of all circumstances material to the agreement and the damage is causally attributable to such omission. Liability for indirect damages, such as production downtime or interruption, loss of turnover, financial loss, loss of profits, etc. is expressly excluded.

§ 17 – Miscellaneous

- 17.1 Rights arising from the contractual relationship with the Contractor may be assigned only with the Contractor's prior written consent.
- 17.2 Swiss law shall apply exclusively to all claims arising from the agreement.
- 17.3 Amendments and supplements to these terms and conditions or to the agreement must be made in writing and must be expressly designated as such.
- 17.4 The place of jurisdiction for all disputes arising from the agreement shall be the Contractor's registered office, provided that the engagement was awarded by an entrepreneur, a legal entity under public law or a special fund under public law.
- 17.5 The Client is not entitled to assign its claims arising from the agreement.

§ 18 – Protection of Data Privacy

- 18.1 The parties undertake to comply with the respectively applicable data protection provisions (FADP for Switzerland, GDPR for Germany/Austria). The Contractor shall comply with the applicable country-specific laws and regulations. The Contractor's data protection notices can be found at www.interlog-management.com/datenschutzhinweise/.

§ 19 – Use of AI (Microsoft Copilot)

- 19.1 The Contractor is entitled to use artificial intelligence functions in the performance of the services, in particular Microsoft Copilot as part of the Microsoft 365 environment. Such use shall take place exclusively within the Contractor's certified, tenant-protected Microsoft 365 tenant environment.
- 19.2 All project, corporate and personal data processed in the course of the mandate shall remain entirely within this environment and shall not be used for further development or training of external AI models. No data shall be transmitted to unauthorised third parties.
- 19.3 Data processing shall at all times be carried out in accordance with applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP), the EU General Data Protection Regulation (GDPR) as well as other national provisions, where applicable.
- 19.4 The Contractor shall ensure that results generated using AI tools are professionally reviewed and assumed as its responsibility. There is no entitlement to AI-free performance of services unless expressly requested by the Client in writing and confirmed by the Contractor.

§ 20 – Salvatore Clause

- 20.1 Should one or more of the above provisions be invalid, the validity of the remaining provisions shall not be affected thereby. This shall also apply if, within a provision, one part is invalid but another part is valid. The invalid provision shall be replaced by the parties with a provision that comes closest to the economic interests of the contracting parties and does not conflict with the remaining contractual arrangements.