

Applicable Terms for Intralogistics Projects

Pricing Terms and Scope of Supply

The mentioned prices include the delivery free building site including packaging. The delivery includes unloading and transport on the building site. An exception to this is made for delivery of charge carriers. Unloading, bringing, filling and storage of load carriers must be made by the customer.

Costs for assembly, order processing and documentation are included in our offer.

Examination and acceptance fees for official acceptance by authorities are not included in the scope of supply, unless they are listed in separate posts.

The listed price is valid for the specified scope of offer. In case of partial orders, BSS reserves the right of a price adjustment.

The stated prices are respectively and the value-added tax at the current legally applicable rate (will be listed separately in the invoices).

The offer complemented by the specification document from the automation and process technology department is relevant for the project execution. The formulation of the specification documents will be done by BSS and the customer in conjunction. The processes defined in the specification document are included in the price quoted, unless they differ considerably from the processes described in the offer or are completely new defined processes and were not mentioned previously.

Deliveries and services which have not been mentioned by name in the offer or contract are not included in the scope of delivery from BSS.

All agreed work and services are included in the stipulated prices. Unless no fixed price was agreed, the assembly works will be invoiced according to the rates specified by BSS. This means using a rate per man-hour and additionally per-kilometre costs and costs for accommodation costs.

Any associated costs (surcharges and further costs) for night work and weekend work are not included in the stated prices and will be listed separately.

Working Time

The regular hours of work of the BSS staff will be planned according to the operational and on-site conditions on the building site. The customer must ensure a working day of 10 hours.

Work on Sundays and holidays may be authorised only in exceptional cases and in accordance with §10 ArbZG (Arbeitsschutzgesetz) or when a demand of BSS has been granted by the regional government. When the case does not constitute an exceptional case according §10 ArbZG or there is no permit accorded from regional government, so may execute BSS those works at any other time, compensating planned and lost working Sundays or holidays. This could influence the time schedule but will not be subject to contractual penalties.

Payment Conditions

- 30 % with order confirmation
- 30 % before starting installation
- 30 % with completion of the assembly work
- 10 % after final acceptance

Payment 14 days net

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Warranty

BSS assumes the warranty for the assured functionality and performance of the ordered system according to the recognized technical rules valid at the time the purchase order is placed. The warranty period for all mechanical, electrical and electronic parts and in case of a two-year maintenance agreement with BSS is 24 months. The warranty is 12 months without maintenance agreement. The warranty for steel racks and platforms is 60 months. The warranty period shall start with the day of acceptance.

All wearing parts as well as parts that are not delivered by BSS are excluded from the BSS warranty. Otherwise, all articles or performances listed in the specification sheet or in the offer are part of this warranty.

This warranty only apply under following conditions:

- Appropriate handling and maintenance
- Modifications of the delivered installation within the warranty period may only be performed with the approval of BSS. In urgent cases, the customers may perform repairs himself with the accordance of BSS
- System maintenance may only be made by qualified personnel from BSS

BSS is under no warranty obligation if maintenance is neglected by the customer or in case of maintenance or repair by third party or in case of using outside spare parts.

Requirements for change, reduction or payment of damages are excluded (insofar they are due to a non-compliance of the specified functions).

Unless prior written consent is provided by BSS, the system may not be taken into service earlier. Only the use for test and acceptance purpose is allowed.

Acceptance

Insofar preliminary acceptances are agreed, they must be conducted immediately after completion of assembly of the equipment and in the presence of a BSS project manager.

The official acceptance of the completed system will be conducted after completed and defect-free fulfilment on the part of the contractually agreed work and services. The Customer may only refuse acceptance if a significant defect is present. In case of any deficiencies of minor importance, the parties may agree that they can be reworked subsequently.

A preliminary documentation package in electronic form, the evidence of trainings and completion of the tests and start-ups are prerequisites for the acceptance.

The final documentation will be delivered latest 6 weeks after acceptance date. The documents will be delivered on paper or electronically on DVD in German language and additionally in the national language of the customer. The documentation includes all delivered sub-systems.

During final acceptance a protocol is filled out which has to be signed by both parties.

Spare Parts

BSS guarantee deliverability of the spare parts for a period of 10 years from the date of acceptance. In the case that some manufacturer discontinues a product, BSS will provide another functionally equivalent product.

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Specification Sheet

A specification document will be defined by BSS in conjunction with the customer based on the scope of the contract. After permission, the specification sheet is considered as a binding basis for the execution.

Technical Modifications

Technical modifications may be possible or necessary during the realization, due to the current technical development. Those modifications are subject to change by BSS, as far as such changes will not considerably affect the system performance agreed.

Regulations

During the construction of the system, the relevant German guidelines and regulations shall be applied, as far as applicable.

Delivery Time

The project schedule of the project is applicable for delivery, assembly and start-up. The defined content and deadlines are binding for both parties within specified tolerances.

The delivery deadline shall be extended by an appropriate period in the event of measures taken as part of industrial disputes, in particular strikes or lock-outs, as well as in the event of unforeseen impediments occurring that are beyond the control of BSS, as well as such impediments that demonstrably have a considerable impact on the assembly of the system.

Liability

BSS is insured against assembly damages for the whole scope of supply. BSS is responsible for the professional and careful fulfilment of the contractual scope of services with consideration of the German standards. With culpable violation of this obligation as well as the absence of assured characteristics, BSS has the right to improve or deliver again.

BSS assumes liability for damages of the scope of supply. Further contractual or legal requirements of any nature, in particular the liability for indirect damages (consequential loss, loss of profit and production, force majeure) are excluded.

CE-Label

All equipment and parts supplied by BSS have been CE-marked without exception in accordance with the EU-directive and are delivered with the corresponding certification documents and the declarations of conformity:

- CE-marking
- Declaration of conformity (pursuant to EC Machinery Directive 2006/42/EC and Harmonized European Standards)
- Declarations of incorporation for of partly completed machinery of subsuppliers

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General Conditions for the Use of BSS Software

The customer has the exclusive and non-transferable right to use the software for the specified purpose. He is not authorized to copy the software or the documentation except for backup purposes.

BSS owns the copyright and right of use of the software BSS has developed.

If the customer should change the software without permission of BSS all warranty or liability claims will expire.

The right to use the software by the customer includes the right of delivery of the software. This includes:

- Electronic storage medium with detailed installation guide
- Connection plans for peripheral devices

System software of third-party suppliers, in so far as they are necessary for the operation of the software product supplied by BSS, such as

- Operating system
- Drivers for all peripheral devices
- System utilities for the communication between the system operator and the program system

Third-Party Software

The conditions of use of third-party software products supplied by subcontractors are part of the BSS conditions, this especially for Oracle-, Microsoft-, DELL- und Siemens products

Exclusion Warehouse Management Software (WMS)

Not in the BSS scope of supply are:

- Development licenses (Compiler, Assembler, Linker etc.)
- User manuals for the system software of the computer manufacturer
- Source-code (see also the subsection "collateral security")

Collateral Security

BSS hands out the source code of the MFC / WCS in the actual version for safekeeping by a notary. The customer bears the notary and storage fees.

BSS is still owner of the copyright of the source code.

If the customer should use the source code for other installation or refer it to a third party without permission of BSS, the customer has to pay a contractual penalty of 50 000, 00 Euro to BSS.

VPN-Access

The remote diagnosis and the maintenance still happen via a secure VPN-access issued free of charge by BSS. Only this process ensures a safe and fast support.

SSL- and IPsec-based VPN-connections in the form of remote VPN- connections (client-to-server connections) are allowed. Site-to-Site VPN-connections are not allowed for security reasons.

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The VPN remote access must be operational and available latest at the beginning of the start-up.

When dialling in the existing network of the customer, BSS receives a minimum of two VPN users for remote access to the server and client environment of the whole plant. BSS also receives at least one additional remote users for access to the S7 controllers (PLC). These three VPN accounts must be independently of one another and allow multiple dial-up for simultaneous work

The remote accesses are necessary for the support and the teleservice for the whole BSS system.

The following protocols or ports are required for the data traffic with the investment systems via the remote access:

- **Simatic Manager** (Siemens Step 7 Software)
TCP 102
- **Windows File and Printer Sharing**
TCP 139, 445
UDP 137, 138
- **RDP**
TCP 3389
- **FTP**
TCP 40000 (control port)
TCP 5500 - 5520 (data port, passive mode behind/over firewalls)
- **http(s)**
> only when using a proactive monitoring solution
TCP 80
TCP 443
- **VNC and/or Radmin Server**
TCP 5800 (RealVNC server port)
TCP 5900 (Radmin server port)
- **iDRAC Enterprise (Management Card)**
> only when using DELL-server

TCP 22	Secure Shell (SSH)
TCP 23	Telnet
TCP 80	HTTP
TCP 443	HTTPS
TCP 623	RMCP/RMCP+
TCP 3368, 3369	Virtual Media Service
TCP 3770, 3771	Virtual Media Secure Service
TCP 5900	Console redirection keyboard/mouse/-port
TCP 5901	Console redirection video-port
- **Oracle Dispatcher**
TCP 60020 to 60023 Test-DB
TCP 60030 to 60033 Productive-DB
- **Oracle Listener**
TCP 1523 Test-DB
TCP 1524 Productive-DB
TCP 60000 Database Control
- **Oracle Database Control**

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TCP 60200	Test-DB
TCP 60300	Productive-DB
TCP 60620	Dispatcher-Port-BSS
TCP 60630	Dispatcher-Port-BSS

Depending of the Oracle-version and the security concept, further TCP-Ports will be present but first can be defined and documented after environment determination during the project planning and using the "IT-agenda" and the IP-address list.

If a VPN access in the specified way cannot be guaranteed, alternative connections can be checked and established and will be charged according to the time and effort and in some cases, with additional costs for licenses (for example, Siemens Step 7 Software).

For the start up on site, BSs will need an internet connection (at least, a broadband ADSL connection). The following ports will be required:

- **Outgoing Ports for IBN-Access**

HTTP	TCP 80
HTTPS	TCP 443
FTP	TCP 21
Kerio VPN Client	UDP / TCP 4090
	UDP 500 (IPSec; ISAKMP)
Source Offsite Client	TCP-Port 63000 – 63075

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Customer's Performance

Following performances are required free of charge and are customer's obligations, unless there are expressly included in the scope of delivery of BSS:

- The necessary concreting and reinforced concrete work for project realization (for example, the ground plate for the system and the system parts) and further construction works, particularly:
 - All performances, which are in connection with the putting up, assembly or disassembly of other building parts and equipment
 - Wall and ceiling openings
 - Cable inlets through fire-protection walls and the safety sealing of the opening
 - The complete technical building equipment (for example, hall lightning, rack lightning, ventilation, heating, air conditioning, power sockets...)
 - Static verification
 - Official acceptance by authorities
- Construction of all fences, barriers, coverings, access doors and other security and safety equipment which are not expressly stated in the contract (the safety and security equipment belonging to the BSS system is included in the scope of delivery of BSS)
- Coordination of all performances outside BSS scope of supply and services
- Fire protection facilities such as FAA und / sprinkler system (unless they are included in the offer)
- Connection of the controls of the fire protection units to the fire alarm panel
- Network (Ethernet) including active and passive components
- Stable power supply 230 V (sockets) for PCs, printers, access points
- Supply of low voltage for the power supply cabinets and fire gates controls via low-voltage main distribution board
- Surfaced access roads and und dry places for the storage of supplied material
- Electricity, water, light, heating and building insurance for the entire project period until acceptance
- When necessary provision of mounting aids such as lifting platforms and forklifts with drivers
- For testing, system start-up and acceptance, the relevant resources (trays / bins / cartons / pallets and goods) and required staff should be available
- The customer has to send an employee at no charge during the running start-up of the conveyor technology. The employee is responsible for the transport of the testing materials
- The customer has to send an expert at no charge during the running start-up of the coupling to the material flow computer and the warehouse management
- Costs for Accident Prevention Regulations and authority acceptances (excepted TÜV for the stacker cranes and VdS-acceptance of the fire protection gates within the conveying system acceptance which are covered by the scope of delivery of BSS)
- A tested VPN connection with official authorization is available for BSS free of charge for the remote monitoring and control of the system
- Plant supervision by the customer from the date of production start-up

The customer is liable for delays and non-fulfilment of the services/performance described above.

General Conditions of Assembly and Installation

Following conditions are applicable for assembly work:

- Prior to assembly start, the customer has to name a responsible contact who will review the building site regulations and rules with the BSS assembly supervisor
- The assembly site must be a closed space, temperate (no temperature below zero), illuminated and equipped with power supplies 230 V and 400 V. Also suitable sanitary and washing facilities must be available free of charge
- The assembly area has to be free, "swept clean" and dry. Unhindered assembly must be possible. Shelves and access ways near the assembly site also must be free
- The material has to be provisionable at the assembly site. The access to assembly site with forklifts and forklift trucks must be granted at any time
- For systems with functional interfaces, stacker cranes, conveyor systems, etc., measuring marks for exact positioning have to be foreseen and executed by a geometer: measuring marks I the x- and y-axis and one or more height grooves (1 m) - depending of the size of the system. All contractors have to align according these measuring marks.

Ground Quality

The ground quality (flatness and firmness) must correspond to the performance conditions agreed in the contract.

BSS assumes that the ground at building place is meeting the requirements for the building of a high bay storage or conveying system and is free of magnesite.

The customer has to provide evidence regarding the ground quality and condition (e.g. commissioning an architect), and then a simple visual observation will not be adequate for an evaluation of the reinforcement. Ground assessment and test borings are not included in the scope of delivery of BSS.

BSS assumes that the ground irregularities of the concrete floor plate do not exceed the tolerances given in the FEM guidelines. If these tolerances should be exceeded, then we must charge the thereby developing extra costs to you separately.

The boring of anchor holes must be possible in reinforcement-poor ground that means that the reinforcing bars and/or mattes lying in the drilling range may not be stronger than 8 mm in the diameter.

When above mentioned conditions are not fulfilled, additional costs may be charged separately.

For example, with larger staff thicknesses and with several over or next to each other shifted bars core hole drillings are necessary for the extra costs:

- Bar diameter from 8 mm - 20 mm
- Bar diameter from with more than 20 mm
- Drillings through vertical reinforcements.

General

The system-oriented conception of the system is property of BSS. All plans, designs, descriptions and other technical information, which are handed out before or after conclusion of a contract and which may be used for production of the delivery object or individual parts, are not allowed to be used, copied, multiplied or handed over to third parties or published without previous written agreement of BSS.

Data, numbers and facts mutually exchanged by both parties or got to know during the completion of the contract are considered also as confidential and are not made accessible to third parties. This obligation applies also to for each entrusted workers of both parties and/or their executing aids.