

Declaration of Obligation and Indemnity

Customer: Logistik Service GmbH, Lunzerstraße 41, 4031 Linz

Supplier:
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(company, address)

1. In the course of performance on behalf of the customer, the supplier is obligated to comply with all legal requirements, in particular the following obligations:
 - a. Legal regulations pertaining to illicit employment
 - b. Legally applicable labor, environmental and health regulations and policies pertaining to the prevention of industrial accidents
 - c. Social security regulations

The above obligations shall be met in full and in a timely manner. Any sub-suppliers shall be obligated to compliance.

2. The supplier is obligated to strict compliance with all stipulations pertaining to payment of minimum wage (legal provisions, labor agreement or other statutory requirements). The supplier is obligated to pay to his employees the legally applicable minimum wage.
3. The supplier guarantees that any sub-suppliers also comply with this obligation and pay the legally applicable minimum wage. The supplier also guarantees that any sub-suppliers provide legally applicable working conditions and terms of employment. The supplier assumes complete liability with respect to compliance with these obligations and shall be held fully liable for any infringements of sub-suppliers or commissioned parties. Upon initial request, the supplier is obligated in particular to indemnify the customer of any claims.
4. In the event that a legally binding administrative fine is imposed on the customer, or the customer is ordered to pay damages as a result of the supplier's failure to comply with legal provisions pertaining to the fulfillment of agreements with the customer, the supplier shall pay to the customer the amount of the fine as far as this does not constitute obstruction of justice. Furthermore, the supplier shall pay to the customer the actual legal and defense costs incurred in the course of any court procedures/non-compliance procedures.
5. Supplier compliance with obligations pursuant to Sections 1 through 3, is subject to immediate substantiation at the request of the customer by presentation of relevant documentation. The customer reserves the right to make random checks. The customer also reserves the right at any time and unannounced to audit compliance with the provisions of this contractual agreement, in particular compliance with legally applicable minimum wage provisions. In the event of an audit, the supplier is

obligated to provide unhindered access to the customer or a party commissioned by the customer of all facilities and databases and to provide all original documentation as required by the audit.

6. In the event that the supplier does not comply according to Section 5, the customer shall reserve the right of retention with respect to components of compensation until proof of fulfillment is provided.
7. In addition to the obligation of the supplier pursuant to Sections 1 through 4, the supplier is obligated for each instance of non-fulfillment of supplier obligations pertaining to legally applicable minimum-wage provisions as well as for each instance of non-fulfillment of the obligations set forth in the provisions of this contractual agreement to pay to the customer a contractual penalty in an amount to be determined at the reasonable discretion of the customer and verifiable by the competent district or provincial court.
8. In the event that the supplier does not comply according to Sections 1 through 4, the customer shall be entitled to terminate the contract without notice.

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(location, date)

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(company stamp and legal signature of the supplier)