

STANDARD TERMS AND CONDITIONS OF PURCHASING

1. General, scope

- 1.1 Unless otherwise agreed in writing all business relations between our company and the Seller/Supplier (below: Supplier), including future relations, shall be subject solely to these standard terms and conditions of purchasing. We do not accept terms and conditions of the Supplier that are contrary to or deviate from our terms and conditions of purchasing, unless we agreed expressly in writing to their validity.
- 1.2 Our terms and conditions of purchasing shall also apply if we accept delivery without reservation with knowledge of the Supplier's contrary terms and conditions.
- 1.3 With the first delivery under the present terms and conditions of purchasing the Supplier accepts the exclusive application for all further orders as well.
- 1.4 Our terms and conditions of purchasing apply only to entrepreneurs as defined in s. 310(I) German Civil Code (BGB).

2. Order

- 2.1 Only orders issued in writing are binding on us. Oral agreements must be put into writing.
- 2.2 The Supplier is obliged to acknowledge our order within a time limit of 48 hours.

3. Confidentiality

- 3.1 The Supplier is obliged to keep secret all commercial and/or technical information that is or becomes known to it through the business relationship with us and not to make it accessible to any third parties.
- 3.2 The Supplier shall destroy and delete all data that are no longer required.
- 3.3 The Supplier shall not be entitled to use information on an intended or existing contractual collaboration for reference or marketing purposes.
- 3.4 The Supplier shall be liable to us for all damage or loss that is caused by the unauthorised disclosure of information to third parties.
- 3.5 The obligation to secrecy shall continue in force after the end of the contract.

4. Prices, terms of payment, default of payment

- 4.1 The agreed prices are fixed and binding. They include packaging and delivery to the address we indicate, as well as customs duties and charges, and transport damage insurance to the place of delivery.
- 4.2 Unless otherwise agreed, the Supplier shall pay the costs that accrue in accordance with the Packaging Regulations, in particular for taking back transport packaging and the completeness declaration itself.
- 4.3 Invoices shall be submitted taking account of the statutory requirements and our specifications in the order. The Supplier shall be responsible for all consequences of noncompliance with this obligation, unless it shows that they were beyond its control.
- 4.4 Unless otherwise agreed, we shall pay invoices either within 30 days with 3% discount or 90 days net.

4.5. The interest rate for default shall be 5% above the respective base rate, as may be amended from time to time.

4.6 We shall be entitled to rights of setting off and retention to the statutory extent.

5. Delivery period, acceptance of goods, contractual penalty, transfer of risk

5.1 The delivery period shown in the order is binding and is understood to mean arrival at the point of destination that we named.

5.2 Deliveries may only be carried out during the delivery times shown in the order. Acceptance of goods can be refused outside these times.

5.3 Imminent delays to delivery must be notified to us in writing without delay.

5.4 The values determined at the inspection of incoming goods shall be binding with regard to dimensions, weights and quantities.

5.5 Part deliveries shall require our prior consent. If we accept a delivery of this kind without prior consent this shall not establish a premature due date for payment obligations.

5.6 Acceptance of goods may be refused if there are no shipping documents in the correct form.

5.7 If the Supplier fails to comply with the agreed delivery date we shall be entitled to demand a contractual penalty in the amount of 0.25% of the gross total contract value for each working day of the delay up to a maximum of 5%. We are entitled to claim a contractual penalty along with performance. The Supplier shall have the right to provide evidence to us that the delay did not cause any damage, or caused much less damage. This shall not affect the statutory rights that exist on the occurrence of the delay to delivery.

5.8 The Supplier bears the risk of loss and deterioration until the goods are handed over to us at the point of destination that we named.

6. Claims for defects, guarantee, inspection of defects

6.1 The Supplier guarantees that the delivery, including packaging and/or transport container, conforms to the contractually agreed characteristics and the valid national and international regulations and guidelines as may be amended from time to time. The agreed product specifications are warranted qualities.

6.2 In case of deliveries of foodstuffs and delivery items that come into contact with foodstuffs when used for the intended purpose, or are to be regarded as commodities, the Supplier shall be liable for compliance with the provisions of foodstuff regulations in accordance with EU regulations and the regulations of the country of destination, as well as for warranted properties. If the country of destination is Germany, materials that are to be regarded as commodities for the purposes of German foodstuffs law must conform as a minimum to the recommendations of the BVL (Federal Office of Consumer Protection and Food Safety - *Bundesamt für Verbraucherschutz und Lebensmittelsicherheit*) and the BfR (Federal Institute for Risk Assessment - *Bundesinstitut für Risikobewertung*).

6.3. The Supplier warrants that the delivery and its input substances were not genetically modified or do not contain genetically modified organisms.

6.4 In the event of a defect we shall be entitled to the statutory rights and claims without restriction. The Supplier's liability cannot be limited with regard to the sum either.

- 6.5 We shall be entitled in any case to demand at our option remedy of the defect or delivery of a new item. We expressly reserve the right to damages, in particular damages instead of performance. If the Supplier is in default with his guarantee obligations, we shall be entitled at the Supplier's expense to eliminate the defect ourselves, to have this done by a third party or to acquire a replacement elsewhere. This shall also apply if we are no longer able to provide a time limit for replacement performance because we cannot otherwise fulfil our own obligations to contract partners in accordance with the contract.
- 6.6 If we take back products we made and/or sold as a consequence of the defectiveness of the contract object supplied by the Supplier, or if the purchase price is reduced, or if any other claims are made against us, we reserve the right of recourse against the Seller, whereby there is no requirement for a time limit for the assertion of our claims.
- 6.7 We shall also be entitled to withdraw from the contract after a time limit for replacement performance is set.
- 6.8 We shall inspect deliveries for any defects within a suitable period of time and, where applicable, shall submit a complaint to the Supplier. The complaint is in time insofar as it is received by the Supplier within a time limit of 10 working days, or within 2 working days in case of easily perishable goods, calculated from the receipt of the goods at the point of destination or from discovery in case of hidden defects. In case of faults that are not discovered until laboratory tests, the time limit shall only start when we have the laboratory results. However, we shall be obliged to carry out the laboratory tests without delay after delivery. The analysis values we found in this sample shall apply.
- 6.9 Settlement of the invoice shall not be deemed to be a waiver of a notice of complaint regarding the invoiced goods.

7. Declaration, certificates, pre-certificates

- 7.1 The Supplier guarantees that the delivery conforms to the marking regulations applicable in the respective country of destination.
- 7.2 The Supplier is obliged to submit the required pre-certificates and supplementary certificates required for export to the country of destination.
- 7.3 The Supplier shall at our request submit the confirmations, information and markings for its product that correspond to statutory requirements.
- 7.4 The Supplier is obliged to obtain the required confirmations, information and markings from its suppliers as well and to submit them at our request.

8. Limitation period

- 8.1 The limitation period shall be 36 months, unless the mandatory provisions of ss. 478, 479 BGB take effect.
- 8.2 The limitation period shall commence from the transfer of risk, with contracts for work and services from the final acceptance.

9. Product liability

- 9.1 Insofar as the Supplier is responsible for product damage it shall be obliged at first request to indemnify us against claims for damages from third parties insofar as the cause lies in its sphere of control and organisation sector.

9.2 The Supplier assures that there is an adequate product liability insurance policy.

9.3 In the framework of its liability for cases of damage as defined in subsection 1 the Supplier is also obliged to reimburse us for any costs that accrue from or in connection with a recall action that we carried out. Where possible and reasonable we shall send a notification for a statement to the Supplier beforehand. Other statutory rights shall not be affected.

10. Trade mark rights of third parties

10.1 The Supplier warrants that third-party rights are not infringed in connection with its delivery.

10.2 If we are sued by a third party because of infringement of patents, the Supplier shall be obliged to indemnify us against these claims at our first request and to hold us otherwise harmless as well.

10.3 The Supplier's indemnification obligation refers to all expenses that necessarily accrue to us from or in connection with a claim by a third party.

10.4 The limitation period is 36 months, calculated from the date we acquire knowledge.

11. Packaging material

11.1 The Supplier warrants the agreed quality.

11.2 The Supplier also warrants that the statutory specifications with regard to the food grade quality of the packaging and wrapping that it uses are complied with and is obliged at our request to submit a certificate of the food grade quality of the packaging.

11.3 In addition, the Supplier must verify at our request that migration values conform to foodstuff law requirements, in particular EU Directive 2002/72.

12. Retention of title, assignment of claims

12.1 We object to the Supplier's provisions on retention of title insofar as they exceed simple retention of title.

12.2 Even if the goods were delivered to us subject to retention of title we shall be entitled to sell them on and process them without disclosing the retention of title.

12.3 Section 449(2) BGB is not negotiable.

12.4 The assignment to third parties of the Seller's claims against us is excluded.

13. Place of performance, venue, applicable law

13.1 Unless otherwise contractually agreed, the place of performance for payment is our registered office (Lehen 24, Pfaffing) and, for deliveries, the point of destination that we named.

12.3 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the venue for all legal disputes. However, we shall be entitled to sue the Supplier at his place of residence as well.

13.3 The laws of the Federal Republic of Germany shall be applied exclusively. The UN Sales Convention (CISG) shall not be applied.

We agree with the contents of this order:

Signature of Supplier