

## Purchasing and Order Conditions

### 1. General Provisions

#### 1.1 General Provisions

a) The following conditions apply for all agreements concluded by us regarding the purchase of goods or for storage and services commissioned by us. They also apply even if we have not explicitly indicated this in follow-up agreements.

b) Contradictory or deviating conditions of the supplier or contractor (hereinafter referred to as the "Partner") are hereby explicitly excluded. They also do not apply if we have accepted goods without reservation in awareness of the deviating conditions. Deviations from our Purchasing Conditions are only legally effective if they have been accepted by us in writing.

#### 1.2 Conclusion of the Agreement

All agreements made at the time of the conclusion of the Agreement shall be fully recorded in writing. Our employees are not authorized to enter into oral agreements that deviate from the written contractual agreement or go beyond it.

#### 1.3. Invoices/Payments/Assignments of Claims

a) All invoices shall be sent to us by post in duplicate. They must have our order number clearly displayed, and in the case of agreements regarding the delivery of goods, the delivery address as well. For goods deliveries, invoices or copies of them may not be included openly or accompanying the delivery to the destination of the goods or to our customers, but only to our invoicing address.

b) If various goods and/or services are invoiced that are subject to different sales taxes, only goods or services subject to a single sales tax rate should be listed on each invoice.

c) For agreements regarding goods deliveries, the calculation of payment and discount terms does not begin before the correct and complete receipt of the goods at their destination.

d) Claims against us may only be assigned to third parties with our prior written consent.

#### 1.4 Price Adjustment

Should the costs of fulfilling the agreement be reduced due to a change in exchange rates, customs rates, taxes, duties or freight rates between the conclusion of the contract and the delivery date, the Partner is obligated to adjust the price accordingly.

#### 1.5. Current Account Agreement

**If there is an ongoing business relationship between us and the Partner, in the context of which regular reciprocal deliveries and services are provided, the reciprocal payment claims arising from the agreements concluded or to be concluded in future within the context of the current business relationship, shall – unless there is a deviating agreement – be charged to a current account within the meaning of § 355 of the German Commercial Code [Handelsgesetzbuch - HGB], and this account shall be balanced at regular intervals of six weeks by offsetting and determination of the excess amount owed to one or other of the parties.**

The party who is owed the excess amount following the statement of account can demand interest in the amount of 5% of the excess amount from the date of the statement of account, even if interest is included in the invoice. The current account can also be canceled during an invoicing period subject to a cancellation notice period of one month in writing, with the effect that the party who is owed the excess amount according to the invoice can demand its payment. The right of each party to extraordinary termination shall remain unaffected by this.

### 2. Special Provisions for the Purchase of Goods

#### 2.1. Delivery

a) If there is a risk that the agreed delivery deadline will not be met by the Partner (including for reasons that are not attributable to the Partner), it is obligated to immediately inform us of this in writing. Claims due to delays shall remain unaffected hereby.

b) If delivery on call is agreed, we will issue the call according to our needs. Following the expiry of the acceptance deadline, the Partner is obligated to first set an appropriate grace period for call off via fax or registered letter. Before the expiry of the grace period, the Partner is not authorized to rescind the contract or to deliver the outstanding goods.

c) For purchases of palletted goods, all costs that may be associated with non-compliance with the contractually agreed detailed provision on this shall be borne by the Partner. Costs for pallets and palleting may only be charged to us if this has been explicitly agreed with us in writing at the time of the conclusion of the Agreement.

d) If the goods are collected by us or by a carrier commissioned by us, we presume that within one working hour at least 7.5 t net are loaded and the trucks/cars sent by us are fully loaded within an afternoon, if they are left for loading Monday to Friday before 1:00 PM and we previously provided notice that the goods would be collected by these trucks. If a further day (waiting period) is required for loading, we are authorized to charge an amount for demurrage that is standard in the sector.

#### 2.2. Transport

a) The transport risk is always borne by the Partner, even if the goods are not delivered by its own vehicles or by vehicles selected by it.

b) The Partner shall ensure that the cooling facilities on the medium of transport used guarantee the cooling temperature required for the goods, and that the means of transport is hygienically faultless and is also suitable for the proper transport of the goods. The Partner is obligated to store records of the cooling temperatures for at least three months. Proofs of temperature shall be provided upon request without delay, within 24 hours of the request at the latest.

#### 2.3. Quality and Warranty

a) If the quality of the goods sold is not described otherwise in our order confirmation, the Partner makes – in addition to its statutory warranty obligations – the following binding statements:

- The goods are sound, comply with the commercial standard, are freshly produced and suitable for human consumption without restriction.

- The labels and indications of the goods or their packaging, as well as the health, veterinary, and other certificates delivered with the goods comply with the statutory regulations in the destination country of the goods at the time the goods arrive.

As for the rest, the statutory warranty and liability provisions apply.

b) The Partner is obligated to provide us with the required certificates promptly and in full. If it does not comply with this obligation, we are authorized to withhold payment of the purchase price until the certificates are provided. We are further authorized to store the goods until this time and to invoice the supplier for the costs, unless the Partner proves that it is not responsible for this breach of its obligation.

c) Upon request, the Partner shall provide us with test results from laboratory tests of the goods carried out on its behalf free of charge.

d) If the Partner does not comply with its obligation to correctly identify and label the goods delivered by it or their packaging even after being requested to do so within an appropriate deadline, we are authorized to correspondingly prepare the goods or their packaging at the cost of the supplier.

e) If goods are purchased on approval of sample, we are not obligated to store the original sample until the total consignment is delivered, if the quality of the sample was approved by us in writing following inspection.

f) We are authorized to give notice of defects discovered in the goods up to 7 days after they are delivered. Any hidden defects shall be notified immediately by us following their discovery. Notice is given in due time even if it was made to an authorized agent in writing. For purchases on the basis of "ex packing facility / ex cold store / free on truck", we are authorized to carry out the inspection only after the goods are delivered to their destination if the goods are collected by transport personnel commissioned by us, and promptly provide notification of any defects detected.

g) We are entitled to the statutory warranty rights without limitation in the event of defects.

#### 2.4 Product Liability, Indemnity, Insurance Cover

a) The Partner is obligated to check the goods with regard to product safety on an ongoing basis and to provide proof of this upon request. It must indicate to us without delay any risks associated with the processing or use of the goods as soon as it becomes aware of them.

b) The Partner is obligated to indemnify us and hold us harmless against claims for damages asserted by third parties due to personal injury or property damage that is based on a fault in the product delivered by the Partner that lies within the Partners sphere of control and organization and for which the Partner is itself liable vis-à-vis external parties.

c) The Partner is obligated to reimburse any expenses that may arise out of or in connection with any recall performed by us. We will inform the Partner of the content and extent of the recall to be carried out as far as possible and reasonable and give the Partner an opportunity to state its position. Nothing herein shall affect any other statutory claims.

d) The Partner is obligated to take out a product liability insurance policy for a coverage amount appropriate for the Agreement for damages to persons, property and assets including recall costs. Any further claims for damages that we are entitled to make remain unaffected by this. The Partner is obligated to provide proof that they have taken out the insurance policy if requested by us, and to inform us in writing promptly and without being requested if there has been or is likely to be a loss of coverage or if there has been or is likely to be a restriction in the insurance coverage.

### **2.5. Inspection of Operations**

We are authorized to carry out quality inspections to a reasonable extent on the Partner's premises during standard business hours – including without giving notice – or to have these carried out by a competent third party commissioned by us. This right includes both the inspection of the production sites and the inspection of documents related to quality assurance for production, storage and transport of the goods to be delivered. We shall take care to disrupt the ongoing business operations of the Partner as little as possible when carrying out the inspections.

### **3. Special Provisions for Agreements Regarding the Provision of Work or Services as well as Storage Agreements**

#### **3.1. Use of employees and subcontractors; minimum wage**

a) The Partner shall use appropriately competent personnel to provide the services owed.

b) The awarding of subcontracts to subcontractors by the Partner may only be done with our prior written permission. This also holds for storage through a storage services subcontractor by the Partner.

c) The Partner undertakes to comply with the German Minimum Wage Act [Mindestlohngesetz - MiLoG] in its operations and to ensure that it is complied with by any subcontractors it engages. The Partner shall provide proof of compliance upon request by submitting appropriate documents and shall in particular disclose the hourly wage paid to the workers it employs.

d) In the case of infringement of its obligations under § 20 MiLoG, the Partner shall indemnify us against sole and unlimited liability with regard to resulting claims of third parties, unless the Partner is not responsible for the infringement. The same holds in the case of an infringement under § MiLoG by a subcontractor.

#### **3.2. Warranty for Work Owed**

We are entitled to the statutory warranty rights without limitation in the event of defects of the work owed.

### **3.3. Poor Performance for Services Agreements**

If the Partner does not provide the services owed by it in the proper manner in the context of a services agreement, we are authorized to reduce the agreed remuneration by an appropriate amount. Moreover, we are authorized to demand compensation for all damages incurred as a result of the improperly provided services, unless the Partner is not responsible for these. This does not affect any further legal claims and rights.

### **3.4. Requirements for Storage Agreements**

a) Goods must be stored in appropriate spaces. We are authorized to view these spaces before storage or during the storage period after providing prior notification.

b) The Partner shall strictly follow any instructions given by us, unless it can show that complying with them would be unreasonable or impossible.

c) The Partner shall ensure that the specified temperature is kept to without interruptions, for as long as the goods are in its custody. The Partner shall provide corresponding proofs of temperature promptly upon request.

d) The Partner shall inspect the incoming goods for any damage, incorrect quantities or incorrect deliveries that can be seen when the goods are delivered before they go into storage, and it shall promptly inform us of such damage, incorrect quantities or incorrect deliveries and document them. If the goods are delivered by a freight carrier, the Partner shall exercise our rights against the freight carrier and promptly provide us with information about this.

e) If the Partner determines that there have been changes to the goods while in storage which may mean that they are damaged, it shall promptly inform us of this and obtain instructions from us.

## **4. Final Provisions**

### **4.1. Place of Fulfillment and Court of Jurisdiction**

a) If the Partner is a merchant, a legal entity under public law or a special entity under public law, the place of fulfillment for all contractual obligations, and the court of jurisdiction for all disputes arising from and in connection with the Agreement is Bad Homburg. This jurisdiction agreement applies for the Partner exclusively. We are alternatively authorized to file a suit against the Partner at their general place of jurisdiction.

b) If the Partner is not domiciled in an EU state or in Switzerland, the Parties make the following agreement in place of the jurisdiction agreement under a):

(1) All disputes that arise from or in the context of this Agreement or regarding its validity shall ultimately be decided according to the Rules of Arbitration of the DIS German Institution of Arbitration [Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V.] with the exclusion of recourse to the courts. For a value in dispute of a maximum of EUR 50,000.00, the arbitration court shall be composed of a single arbitration judge, and otherwise of three arbitration judges. The place of arbitration is Frankfurt am Main. The language of the case is English.

c) German law applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **4.2. Partial Invalidity**

Should individual provision of these Purchasing Conditions be or become ineffective, the validity of the remaining provisions remain unaffected by this.