

General Purchasing Terms and Conditions of Hallesche Essig- und Senffabrik GmbH

1. Conclusion of contract, formal requirements

The following General Purchasing Terms and Conditions (hereinafter referred to as GPTC) of Hallesche Essig- und Senffabrik GmbH (hereinafter referred to as HES) apply exclusively to all legal relationships between the supplier and HES. The supplier's terms and conditions and deviating agreements shall only apply if HES has accepted them in writing. Neither silence nor acceptance of the service or payment for it by HES shall be deemed acceptance. The supply contract and any amendments, subsidiary agreements, declarations regarding its termination, and other declarations and notifications must be in writing within the meaning of Section 126b of the German Civil Code (BGB), unless otherwise specified in these GPP.

2. Delivery, shipping

Deliveries shall be made "free warehouse" to the storage location specified by HES, unless otherwise specified, including packaging and preservation. Shipping shall be at the risk and expense of the supplier. The supplier is not entitled to make partial deliveries unless HES has expressly agreed to a partial delivery in writing in response to a prior request from the supplier in the individual case.

3. Delivery times, delivery delays

Agreed dates and deadlines are binding. The date of receipt of the goods by HES or by a recipient specified by HES shall be decisive for compliance with the delivery date or delivery period. The supplier shall immediately notify HES in writing of any recognizable delay in performance, stating the reasons and the expected duration of the delay. If the supplier fails to provide the aforementioned written notification, HES shall be entitled to demand a contractual penalty from the supplier. This shall amount to 0.5% of the net order value for each failure to provide notification. The supplier may only invoke causes of delay for which it is not responsible if it has fulfilled its notification obligation. If the supplier is in default with the delivery, HES shall be entitled to demand a contractual penalty from the supplier. This shall amount to 0.5% of the net order amount for each week or part thereof of the delay but shall not exceed a total of 5% of the net order amount. The agreement of the contractual penalty or its assertion shall not affect the statutory claims to which HES is entitled due to delay. Any contractual penalties paid shall be offset against claims for damages. The contractual penalty may be asserted by HES until payment for the delayed delivery has been made.

4. Quality, acceptance

The supplier guarantees that the goods comply with the agreed qualities. The following

minimum requirements must be met for all goods to be delivered by the supplier to HES:

- The applicable food law regulations and, in particular, the principles of food hygiene must be strictly observed. The current version of the Food Hygiene Regulation (Regulation (EC) 853/2004) applies as a basis.
- The composition and declaration of each product must comply with the applicable legal regulations, such as the German Food and Feed Code (LFGB), applicable (EC/EU) regulations, in particular the Food Information Regulation (Regulation (EU) No. 1169/2011), the respective implementing regulations, DIN/ISO standards, and other food law standards/recommendations in their current versions.
- Test methods in accordance with § 64 LFGB shall be used to determine analytical key figures.
- Allergens contained in the products and possible cross-contamination must be communicated in full in advance and declared in accordance with the regulations. The legal basis for this is provided by the relevant current German and international regulations in their current versions.
- In particular, the supplier also guarantees that the goods supplied by him do not contain any genetically modified organisms (GMOs) in accordance with the Regulation on genetically modified food and feed (Regulation (EC) No. 1829/2003) and that GMOs are not used in the manufacturing process. This also applies to all raw materials used, including additives and flavorings.
- The supplier must take preventive protective measures to secure the production facility (food defense) against possible malicious manipulation (physical, chemical, or biological contamination, sabotage, espionage).
- If a product delivery agreement is concluded, the supplier must provide a certificate of analysis from an independent, accredited laboratory for each product, confirming that the product is marketable on the German/European market. HES has the right to commission a laboratory in its own name and on behalf of the supplier at any time. HES will notify the supplier in advance of the commissioning of the laboratory. HES shall carry out an incoming goods inspection based on the agreed product specification, but only to the extent of a minimum inspection for externally visible damage and on the basis of the delivery note

identifiable deviations in identity and quantity. HES will immediately report any apparent defects. Furthermore, HES will immediately report hidden defects as soon as they are discovered in the normal course of business. In this respect, the supplier waives the right to object to late notification of defects. If defects are found, HES shall be entitled, after a reasonable period for collection of the goods has elapsed without result, to return the defective goods at the supplier's expense. In the event of significant quality defects or in the case of recall campaigns, HES reserves the right to charge a flat-rate administrative fee of up to €500.00.

5. Prices, terms of payment

The agreed prices are fixed prices. Unless otherwise agreed, payment shall be made within 14 days with a 3% discount or within 45 days without deduction. The period begins upon receipt of the service owed by the supplier in accordance with the contract

and a proper and verifiable invoice. In the event of acceptance of premature deliveries, the period shall commence at the earliest on the agreed delivery date and upon receipt of a proper and verifiable invoice. The choice of payment method is at the discretion of HES.

6. Prohibition of assignment

The supplier is not entitled to assign claims against HES or to have them collected by third parties. The provisions of Section 354a of the German Commercial Code (HGB) remain unaffected by this.

7. Warranty, guarantee

If the delivery item is defective, HES's claims shall be governed by the statutory provisions, unless otherwise specified in the following provisions. The supplier shall be liable for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by the supplier. The supplier shall indemnify HES against any liability arising therefrom. If HES is obliged to carry out a recall campaign vis-à-vis third parties due to a defective product supplied by the supplier, the supplier shall bear all costs associated with the recall campaign. In the event of a recall, HES reserves the right to charge an administrative fee of up to EUR 500.00 per recall and EUR 50.00 per retail market supplied by the HES customer. Unless otherwise required by law, the supplier shall be liable for defects that occur within 36 months of receipt of the delivery by HES or from acceptance (if such acceptance is required by law or contract). In the event of subsequent performance, this period shall be extended by the time during which the delivery item cannot be used in accordance with the contract. The same deadlines apply to subsequent performance. The limitation period for claims due to defects in the delivered goods shall commence no earlier than 2 months after the end customer's claims have been satisfied. This suspension of the limitation period shall end no later than 5 years after delivery to HES. The supplier is obliged to maintain sufficient insurance cover for the duration of the supply relationship, in particular for all risks listed in clause 6. The supplier must provide proof of this at the request of HES.

8. Self-performance by HES

After informing the supplier, HES may carry out the subsequent performance itself or have it carried out by third parties in cases of particular urgency. A case of particular urgency shall be deemed to exist if the supplier is unable to perform the subsequent performance itself after a deadline for immediate subsequent performance has been set and if, taking into account the circumstances of the individual case, in particular to avert unusually high damage or to maintain HES's ability to deliver to its customers, it is

not possible or reasonable for HES to have the subsequent performance carried out by the supplier. Any costs incurred as a result shall be borne by the supplier.

9. Damage to reputation and return of goods

The supplier undertakes to do everything and refrain from doing anything that could damage the reputation and business of HES and/or its customers. In particular, the supplier undertakes to take back, at its own expense, goods whose actual marketability is reduced due to information from authorities and/or media reports or whose further sale could damage the good reputation of HES and/or the customer, waiving the purchase price or refunding the purchase price already paid. This shall not apply if HES is responsible for the reduced marketability or suitability for damaging the reputation, or if HES was aware of this at the time the contract was concluded. When assessing whether there is a reduced marketability or suitability for damaging reputation, the decisive factor is whether the high level of trust that end customers have in the range of goods offered by HES customers and their satisfaction with the goods could be impaired.

10. Materials provided

Materials, parts, containers, packaging, or similar items provided by HES (supplies) remain the property of HES. If supplies are processed, combined, or mixed, HES shall acquire co-ownership of the new product in proportion to the value of the supplies to the value of the total product. The supplier shall not be entitled to a right of retention, for whatever reason, in respect of the materials provided. Materials provided may not be made accessible to third parties and may not be used for purposes other than those agreed.

11. Third-party rights

The supplier is liable for ensuring that the delivery of the goods does not infringe any third-party rights, in particular property rights, distribution agreements, or intellectual property rights of any kind, such as patents, trademarks, utility models, designs, copyrights, etc. In the event of a culpable infringement, the supplier shall indemnify HES against all third-party claims.

12. Confidentiality

The supplier shall treat the information provided to it by HES as confidential, shall not make it available to third parties (including subcontractors and companies affiliated with the supplier) without the written consent of HES, and shall not use it for purposes other than those specified by HES. HES reserves the ownership and all other rights (e.g.,

copyrights) to the information provided by HES. In the event of a culpable breach of this obligation, a contractual penalty of €10,000 shall be payable immediately for each case of culpable infringement. The supplier reserves the right to have the appropriateness of the contractual penalty determined by a court of law. Any contractual penalties paid shall be offset against claims for damages.

13. Miscellaneous

The place of performance for deliveries and services is the destination specified by HES. German law applies to the contractual relationship, with the exception of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Hamburg, but HES is entitled to sue the supplier at another competent court if necessary. Should any provision of these GPTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.