

**General Terms and Conditions of Sale, Delivery & Payment**

**§ 1 Conclusion of contract**

- (1) Our terms and conditions of sale apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale unless we have expressly agreed to their validity in writing. Our terms and conditions of sale also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.
- (3) The information on dimensions, weights, power consumption and performance contained in illustrations when purchasing machinery or equipment shall only become part of the contract if they are expressly agreed as binding. The seller reserves the right to make modifications in the interests of technical progress.
- (4) The purchase contract is concluded upon acceptance of the customer's order. Acceptance is effected by written confirmation or fulfilment of the order.
- (5) Our Terms and Conditions of Sale shall only apply to entrepreneurs within the meaning of § 310 para. 1 BGB.
- (6) These GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY & PAYMENT shall apply to all legal transactions, including future transactions, with the buyer, who recognises these terms and conditions upon receipt.
- (7) The seller objects to counter-confirmations with deviating conditions.

**§ 2 Offer - Offer documents**

- (1) If the order is to be qualified as an offer in accordance with § 145 BGB, we can accept this within 2 weeks.
- (2) We or our suppliers reserve ownership rights and copyrights to illustrations, drawings, grey drafts, calculations, tools, printing documents, templates, samples, clichés and other documents, even if the costs for the production of these documents and tools are charged to the customer. This also applies to such written documents that are labelled "confidential". The customer requires our express written consent before passing them on to third parties.
- (3) The print data obtained from the documents provided by the customer shall also remain our property.
- (4) The customer shall be liable for ensuring that the documents provided by him are free from third-party rights. We shall have no obligation to verify this. By placing the order, the customer shall indemnify us against all claims asserted against us due to any infringements of rights. We are not obliged to accept orders or may withdraw from orders that involve an infringement of third-party rights or harbour the risk of such infringements.
- (5) Artwork submitted by us must be checked by the customer with regard to all properties essential for the use of the subject matter of the contract and confirmed in writing. Any necessary changes must be clearly labelled; we shall only be liable for defects overlooked by the customer in the event of intent and gross negligence on our part.
- (6) If the customer has the order carried out by another manufacturer on the basis of our sampling, the customer undertakes to compensate us for the damage incurred. We reserve the right to assert claims for injunctive relief.

**§ 3 Prices - Terms of payment**

- (1) Unless otherwise stated in the order confirmation, our prices shall apply "free domicile". We reserve the right to change our prices accordingly if cost reductions or cost increases occur after conclusion of the contract, in particular due to taxes, customs duties, freight charges, levies or other charges or increases. We shall provide the customer with evidence of these on request.
- (2) The statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing.
- (3) The deduction of a discount requires a special written agreement.
- (4) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 14 days of the invoice date. The statutory regulations regarding the consequences of late payment and the due date shall apply. In particular, we will charge a lump sum of EUR 40 in the event of late payment.
- (5) Discounts do not apply in the event of arrears in the settlement of invoice amounts from previous deliveries.
- (6) The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. Furthermore, the customer is authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- (7) If the owner, the legal form or the economic circumstances of the commercial transaction change on the customer side, the customer must notify the seller of this immediately; the seller may demand immediate payment or the provision of security for deferred claims, also demand advance payment, refuse its own performance, withdraw from the contract or demand compensation for non-performance.

- (8) If the customer is in arrears with the settlement of an invoice, all our outstanding claims shall become due immediately regardless of the agreed payment dates. In addition, we shall be entitled to postpone deliveries still to be made until all outstanding invoices have been settled and to demand advance payment for these. The same shall apply if we become aware of circumstances which are likely to jeopardise the customer's creditworthiness.

**§ 4 Deliveries**

- (1) The start of the delivery period stated by us is subject to the clarification of all questions relating to the execution of the delivery.
  - (2) Compliance with our delivery obligation is also subject to the timely and proper fulfilment of the customer's obligation. The defence of non-performance of the contract remains reserved. This also applies to default on contractual obligations within other ongoing business relationships.
  - (3) We are authorised to make partial deliveries.
  - (4) If the exporter/supplier fails to deliver and the seller is not responsible for this, the seller is not obliged to deliver. The delivery/order contract is thus cancelled. The seller is not liable for damages if he himself is not supplied. He undertakes to inform the purchaser immediately and to reimburse any advance payments made by the contractual partner without delay.
  - (5) Damage reports must be made immediately upon receipt of the goods and confirmed immediately in writing according to type and scope. Transport damage and shortages must be ascertained immediately upon receipt of the consignment and certified on the accompanying documents (consignment note, etc.).
  - (6) Delivery periods and delivery dates shall be extended appropriately - also within a delay - in the event of force majeure and all unforeseen obstacles occurring after conclusion of the contract for which the seller is not responsible, insofar as such obstacles demonstrably have a considerable impact on the delivery of the sold item. This shall also apply if these circumstances occur at the Seller's suppliers and their subcontractors. The Seller shall inform the Buyer of the beginning and end of such hindrances as soon as possible. The customer may demand a declaration from the seller as to whether he wishes to withdraw from the contract or deliver within a reasonable period of time. If the Seller does not declare its intention without delay, the Buyer may withdraw from the contract.
  - (7) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights remain reserved.
  - (8) If the conditions of paragraph (7) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
  - (9) We shall be liable in accordance with the statutory provisions insofar as the underlying purchase contract is a fixed-date transaction within the meaning of Section 286 (2) No. 4 BGB or Section 376 HGB. We shall also be liable in accordance with the statutory provisions if, as a result of a delay in delivery for which we are responsible, the customer is entitled to assert that there is no interest in the further fulfilment of the contract.
  - (10) We shall also be liable in accordance with the statutory provisions if the delay in delivery is due to a wilful or grossly negligent breach of contract for which we are responsible; any fault on the part of our representatives or vicarious agents shall be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
  - (11) We shall also be liable in accordance with the statutory provisions if the delay in delivery for which we are responsible is due to the culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
  - (12) Otherwise, in the event of a delay in delivery, we shall be liable for each full week of delay within the scope of a lump-sum compensation for delay amounting to 0.5% of the delivery value, but not more than 5% of the delivery value.
  - (13) Further legal claims and rights of the customer remain reserved.
  - (14) The quantities stated for raw materials authorise the seller to deliver up to 10% more or less.
- § 5 Transfer of risk**
- (1) Unless otherwise stated in the order confirmation, delivery "free domicile" is agreed. However, delivery shall be at the customer's risk.
  - (2) The risk of accidental loss or accidental deterioration of the goods shall pass to the buyer when the goods are handed over to the forwarding agent or carrier, but at the latest when the goods leave the warehouse. The same applies if we issue the transport order for the customer or carry out the transport ourselves.
  - (3) Unloading is the responsibility of the customer.
  - (4) The transfer of risk shall also take place if the customer culpably allows the agreed delivery or collection date to elapse.
  - (5) If the customer so wishes, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

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**§ 6 Retention of title**

- (1) We reserve title to the purchased item until receipt of all payments from the business relationship with the customer.
- (2) If the customer acts in breach of contract, in particular in the event of default of payment, we shall be entitled to take back the purchased item. If we take back the purchased item, this shall not constitute a cancellation of the contract unless we expressly declare this. After taking back the purchased item, we shall be authorised to sell it; the proceeds from the sale shall be offset against the customer's liabilities less reasonable selling costs.
- (3) The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure it adequately at his own expense against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- (4) In the event of seizures or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable for the loss incurred by us.
- (5) Otherwise, the customer is not authorised to pledge or assign the reserved goods as security.
- (6) The customer shall be entitled to resell the purchased item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to him from the resale against his customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorised to collect this claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (7) The processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title.
- (8) If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer coownership to us on a pro rata basis. The customer shall keep the resulting sole ownership or coownership for us.
- (9) The customer also assigns to us the claims to secure our claims against him which arise against a third party through the combination of the purchased item with a property.
- (10) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.

**§ 7 Liability for defects**

- (1) Claims for defects on the part of the customer presuppose that he has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- (2) If there is a defect in the purchased item, the seller shall be entitled to choose between subsequent fulfilment in the form of rectification of the defect or delivery of a new defect free item. In the event of rectification of the defect or replacement delivery, we are obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.
- (3) If the subsequent fulfilment fails, the customer is entitled, at his discretion, to demand withdrawal or a reduction in price.
- (4) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of wilful breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.

- (5) We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; however, even in this case, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (6) Insofar as the customer is entitled to compensation for damages instead of performance, our liability shall be limited to compensation for foreseeable, typically occurring damages, even within the scope of paragraph (3).
- (7) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (8) Unless otherwise stipulated above, liability is excluded.
- (9) The limitation period for claims for defects is 12 months, calculated from the transfer of risk.
- (10) The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it is five years, calculated from delivery of the defective item.
- (11) We sell used delivery items that have not been overhauled by us without any warranty. The risk that such purchased items are defective therefore lies solely with the customer.

**§ 8 Joint and several liability**

- (1) Any further liability for damages than provided for in § 8 is excluded, regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with § 823 BGB.
- (2) The limitation according to paragraph (1) also applies if the customer demands compensation for useless expenses instead of a claim for damages.
- (3) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

**§ 9 Applicable law**

The contractual relationship shall be governed exclusively by German law.

**§ 10 Place of fulfilment and jurisdiction**

- (1) The place of fulfilment for delivery and payment is Cologne.
- (2) Any disputes arising from and in connection with this contract shall, at the Seller's discretion, be decided either by the competent ordinary courts at our registered office or by an arbitration tribunal, in which case recourse to the ordinary courts of law shall be excluded.
- (3) The Arbitration Rules of the German Institution of Arbitration (DIS) apply to disputes before an arbitration tribunal.
- (4) If the Seller opts for a decision by the arbitration tribunal, the composition of the arbitration tribunal and the proceedings shall be governed by its rules of arbitration. The place of arbitration shall be Cologne. The number of arbitrators shall be 3 if the amount in dispute exceeds EUR 75,000.00; otherwise a decision shall be made by a sole arbitrator. The language of the arbitration proceedings shall be English.
- (5) In the event that the customer intends to bring an action against us, we undertake to exercise our right to choose between the ordinary court and the court of arbitration in the pre-litigation stage within a reasonable period set by us, which must be at least three business days. If we do not make a declaration within the period set for us, the right to choose shall pass to the customer. In this case, the customer must make his choice immediately and inform us in writing.

**§ 11 Severability clause**

Should individual conditions of the purchase transaction be legally invalid, the remainder of the contract shall remain valid. The invalid provision shall be replaced by a valid one that best fulfils the purpose of the provision.

**§ 12 Other agreements**

- (1) When returning recyclables, returnable and reusable items, the customer must observe the basic hygiene requirements for transport on our commercial vehicles. We are entitled to exclude items from return if these basic requirements are not met.
- (2) We will not take back any returnable items that we have not delivered.
- (3) The customer consents to the collection and storage of his personal or company-related data in accordance with the Data Protection Act.
- (4) We mainly buy from suppliers who have a GFSI-recognised certification. However, not all of our suppliers have such certification. If they do not have a GFSI-recognised certification, they will only be listed in exceptional cases following a detailed review by our quality management team. Every non-GFSI-certified supplier must be able to provide evidence of a certified quality management system, whereby the requirements regarding food safety, food fraud, food defence and good manufacturing practice (GMP) must be implemented in accordance with our GFSI standard. The buyer hereby expressly agrees to this.

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