

FUCHS GRUPPE

General Terms & Conditions of Purchase (Status: April 2022)

Sect. 1 General

1.1 We purchase on the basis of our General Terms & Conditions of Purchase. Derogating, conflicting or complementing General Terms & Conditions of the supplier shall apply only if and to the extent that we explicitly agree to them in writing. This requirement of consent shall apply in any case, including, but not limited to, those cases where we accept the supply/service without express objection whilst being aware of the supplier's General Terms & Conditions. These General Terms & Conditions of Purchase shall also apply to all future contractual relationships with the supplier. If individual parts of these General Terms & Conditions of Purchase are ineffective, this shall not affect the effectiveness of the remaining provisions. **Except for managing directors or authorised signatories, our employees shall not be authorised to make verbal side agreements or to give verbal assurances.**

1.2 Our General Terms & Conditions of Purchase shall only apply towards entrepreneurs, legal persons under public law or special funds under public law in terms of sect. 310(1) BGB (German Civil Code). Misspellings, miscalculations and similar apparent misstatements may be rectified by us at any time after discovery thereof. Silence following our supplier's declarations is not to be taken as consent.

Sect. 2 Product Features / Warranty

2.1 The supplier shall warrant that the goods have the contractually agreed quality, where appropriate by sample. Quality shall be based on the agreed product specification. The supplier may make any modifications to the product specification only after we have given our prior consent.

2.2 At least the following conditions must have been met:

- a) The goods are non-hazardous to health, of a commercial grade and unconditionally fit for human consumption.
- b) The goods are in line with the German Food and Feed Code and all further relevant legal provisions and regulations applicable in the Federal Republic of Germany as well as all applicable directive, recommendations, guiding principles, standards and position statements (e.g. the Maximum Residue Limits Regulation, Regulation (EC) No. 396/2005, the Food Additives Implementing Regulation and the Additives Movement Regulation, REG (EC) No. 852/2004 [Foodstuffs Hygiene REG], the recommendations of the Plastics Commission, the guiding principles of the Food Commission, the position statements of the Working group of food chemistry experts from the federal states and the Federal Office of Consumer Protection and Food Safety, the guidance document of the

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European Spice Association (ESA) concerning unauthorised colouring substances in spices as well as the “Quality Minima Document” of the ESA) as well as the relevant further EU Regulations and Directives (among others Regulation (EC) No, 178/2002, Directive 2000/13/EC, Regulation (EC) No. 2092/91, Regulation (EC) No. 466/2001).

- c) In terms of manufacturing, quality and usability, the goods are in line with the generally recognised codes of practice (technical standards, regulations, procedures, conditions etc.), the occupational safety and health regulations, the accident prevention regulations, environmental protection law as well as the provisions of the Act on Technical Working Equipment.
- d) Labelling and marking of the goods or of their packaging as well as the health, veterinary and other certificates supplied with them are each in line with the respective legal regulations and ordinances applicable in the country of destination of the goods at the time of their arrival.
- e) The supplier shall maintain and apply an internal control system pursuant to HACCP (Hazard Analysis and Critical Control Points) and GMP (Good Manufacturing Practice) to ensure food quality.
- f) The goods have not been irradiated.
- g) The goods are not subject to labelling pursuant to the EU Regulation concerning the traceability and labelling of genetically modified organisms and the traceability of food and feed products produced from genetically modified organisms and the EU Regulation on genetically modified food and feed.

The supplier shall regularly examine the goods at the supplier’s own expense prior to supply and shall make sure that the goods are in line with the quality requirements above. The supplier shall document the checks ordered and/or personally performed by the supplier. Upon request, the supplier shall provide us with proof thereof.

If the supplier fails to meet the obligation to correctly label and mark the goods supplied by the supplier or their packaging, we shall be entitled to send the goods back to the supplier at the supplier’s expense. The supplier shall be obliged to explicitly refer to any need for declaration, further to the existence of particular demands on storage and transport. Where any hazardous working substances are supplied, these are to be labelled in line with the Ordinance on Working Substances. To the extent that goods were purchased on approval of sample, we shall not be obliged to keep the original sample pending supply of the entire lot if the quality of the sample has been put down by us in writing following its examination.

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2.3 The commercial duty to inspect and to give notice of defects shall be governed by the legal regulations (sect. 377, 381 HGB (German Commercial Code)) with the following proviso: our duty to inspect shall be limited to defects becoming manifest during our incoming goods inspection by an external examination inclusive of the bills of supply (e.g. transport damage, false and shortfall in supply) or during our quality control through sample checks. Other than that, it shall be relevant to what extent any inspection is advisable taking into account the circumstances of the individual case following the proper course of business. Our duty to give notice of defects for defects detected later shall remain unaffected. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to be promptly and timely at any rate if it is sent off within 5 working days from detection or, for apparent defects, from supply. If any detrimental deviations from the product specification or from legal or regulatory stipulations are detected upon examination of the goods, the supplier shall bear the costs incurred in connection with the relating sample taking and examination as well as with any necessary further examinations.

2.4 We are entitled to the statutory warranty rights in full. In particular, we shall be entitled to demand the supplier, at our option, to remedy the defect or to supply of a thing or service free of defects. The supplier shall be obliged to bear all expenses necessary for the purpose of cure. If the supplier fails to perform cure within the reasonable time limit set by us or if cure fails or is unreasonable for us, we shall be entitled to withdraw from the contract or to reduce the purchase price. Setting any time limit shall not be required if cure fails or is unreasonable or in the further cases provided for by law. Moreover, we may claim damages and reimbursement of expenses under the legal regulations. If only part of a supply of goods is defective, we shall be entitled, but not obliged, to partially withdraw from the contract regarding the defective goods. If the supplier is obliged to pick up any goods objected to from us, these shall be picked up from us. Except for injury to life, body or health or for any violation of essential contractual duties (obligations, the fulfilment of which shall be a prerequisite for enabling proper implementation of the contract in the first place and on compliance with which the contract partner regularly relies and may regularly rely) by wilful intent or gross negligence, we shall be liable for damage caused to goods stored and objected to by us only up to the reasonably foreseeable amount typical under the contract.

2.5 By way of derogation from sect. 438(1) No. 3. BGB, the warranty period shall be three years and shall commence upon supply. To the extent that any acceptance has been agreed, the limitation period shall commence upon acceptance.

2.6 Even if the goods supplied are ingredients for the goods (re)sold by us, we may demand from the supplier reimbursement of the expenses we had to bear in the relationship to our customer (purchaser) under sect. 439 (2) and (3) BGB as well as sect. 475 (4) and (6) BGB if the defect asserted by the customer already existed at the time risk passed to us.

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2.7 On account of the defect asserted by the customer, the otherwise necessary setting of a time limit shall not be required for our rights as seller towards our supplier, as set out in sect. 437 BGB, if we had to take back the sold goods as a consequence of their defectiveness or the customer reduced the purchase price.

2.8 The regulations in paragraph 2.3 shall remain unaffected.

2.9 The claims for reimbursement of expenses provided in paragraph 2.6 shall become statute-barred three years after supply of the thing.

2.10 The limitation of our claims against the supplier on account of the defect, as provided in sect. 437 BGB and in paragraph 2.6, shall come into effect no earlier than two months after the time at which we have to meet the claims of our customer. This suspension of expiry of the limitation period shall end no later than five years after the time at which the supplier supplied the thing to us.

2.11 To the extent that the supplier is responsible for any product damage, the supplier has to indemnify us from damages claims of third parties if and when the origin falls within the supplier's controlling and organisational sphere and the supplier is personally liable in relation to third parties. The supplier shall also be obliged in this context to reimburse our expenses under sect. 683, 670 BGB and sect. 830, 840, 426 BGB which arise from or in connection with any recall campaign carried out by us. Other legal claims shall remain unaffected. The supplier has to take out adequate product liability insurance with a generalised minimum sum insured of EUR 10,000,000 per damage to person and property. The supplier has to prove the insurance cover upon request.

2.12 The supplier agrees that we may inspect the supplying site without notice at any time during working hours, e.g. as part of an external audit.

Sect. 3 Supply Time / Default in Supply

The supply time shall depend on the purchase order date. The agreed supply dates shall be binding. Compliance with the supply date / term of supply shall be governed by the time of receipt of the goods at the place of receipt specified by us. If the supplier is unable to comply with the agreed date, the supplier has to advise us thereof in writing without delay, stating the reasons and the anticipated duration of delay. If the agreed supply date is not complied with by reason of any circumstance for which the supplier is responsible, we shall be entitled to claim damages or to withdraw from the contract after a reasonable grace period set by us has expired to no avail. The legal provisions on the dispensability of setting a time limit as well as the further legal rights on account of default in supply shall remain unaffected. In the event of default in supply, we shall be entitled to demand a lump-sum compensation for default of 1% of the agreed order total of the goods supplied belatedly per completed week, up to a maximum of 5%. In

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addition, we reserve the right to additionally assert any damage caused by the delay that is greater than the lump-sum compensation for default.

Sect. 4 Prices / Shipment / Packaging

The agreed prices shall be firm prices, irrespective of any currency fluctuations. For domestic suppliers, the prices shall be subject to the statutory VAT. Unless agreed otherwise in writing (DDP, Incoterms 2020, for import transactions), each supply shall be performed “free domicile” to the place of receipt indicated by us, including packaging, transport and insurance as well as any customs clearance costs. The supplier has to comply with relevant national and international packing, labelling and transportation regulations. Disposal costs arising for supplied product packaging shall be borne by the supplier. For goods subject to a minimum shelf life, the best before date must be stated on the packaging. A batch-related analysis certificate is to be enclosed to each supply.

Sect. 5 Passing of Risk / Transport Risk

Unless agreed otherwise, risk shall pass to us upon acceptance of the goods in all cases, regardless of the agreed terms of supply. The supplier shall bear the transport risk, even if the goods are not supplied by own or by vehicles selected by the supplier. The supplier shall be liable for ensuring that the means of transport used is suited to guarantee any refrigeration temperature necessary for the goods, but also otherwise suitable for properly transporting the goods and, in particular, meets food regulatory requirements.

Sect. 6 Force Majeure

In cases of force majeure, we shall be exempt from the obligation to accept the goods for the duration and to the extent of the impact. Force majeure shall be any event beyond our control by which we are prevented from meeting our obligations in whole or in part, including epidemics, pandemics, fire damage, floods, strikes and lawful lockouts as well as business disruptions caused through no fault of our own or regulatory decrees. We shall advise the supplier of the occurrence as well as discontinuation of force majeure without delay and shall make every effort to remedy force majeure and to limit its impacts to the extent possible. Where force majeure occurs, we shall coordinate with the supplier on the further course of action and shall determine jointly whether the products not supplied in addition during that period are to be supplied in arrears after its ending. The right of either party to the contract to terminate the contract for a compelling reason in case of prolonged force majeure shall remain unaffected.

Sect. 7 Invoice / Payment

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7.1 Invoices are to be submitted to us separately and in due form in duplicate with all associated documents and data following completed supply. The invoice must contain supply address, item designation, day of supply, quantity of supply and supply note number. Quantity and price indications on the invoice must be in line with the weights, prices and commercial categories established upon handover (goods receipt). Invoices are to be issued on the day of supply at the earliest and must not be enclosed to the shipments. Invoices not properly submitted shall be deemed received by us only as from the time of accuracy. Quantity, number of pieces and item must be stated on the supply note. If the supply note or invoice contains any incomplete or incorrect statements, we shall return the document to the supplier. In this case, we may deduct EUR 20.00 as handling fee per supply note or invoice. In case of faulty supply, we shall be entitled to withhold the payment proportionately to the value pending proper fulfilment.

7.2 The contractual payments shall be due from us 30 calendar days after completed receipt of the goods by us. Where the goods were received prior to the receipt of the related invoice or any equivalent payment schedule, commencement of the term of payment referred to above shall be governed by the date of receipt of a proper invoice or an equivalent payment schedule. The legal precedence of differing agreements made in a given case shall not be affected by the regulations under sentences 1 and 2 above.

Sect. 8 Place of Performance / Place of Jurisdiction / Choice of Law

8.1 Unless otherwise agreed, place of performance for the obligation of supply shall be the address for shipment or place of dispatch desired by us; place of performance for all remaining obligations of both parties shall be our registered office. If the seller is a merchant in terms of the Commercial Code, a legal person under public law or a special fund under public law, the place of exclusive, also international, jurisdiction shall be our registered office. We shall be entitled, however, to sue the supplier at the supplier's place of general jurisdiction.

8.2 The interpretation of this agreement as well as any dispute from and/or in connection with this agreement shall, at the parties' will, be subject to the respective law applicable in Germany and German understanding of the law. Any application of the conflict of laws (i.e. backward or onward references under German law) as well as the UN Sales Law (CISG) shall be excluded at the parties' will.

Sect. 9 Property Rights

9.1 In accordance with 9.2, the supplier warrants for the fact that property rights of third parties in countries of the European Union or other countries in which the supplier

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manufactures or has manufactured products are not infringed by products supplied by the supplier.

9.2 The supplier shall be obliged to indemnify us from all claims raised by third parties against us on account of the infringement of industrial property rights set out in 9.1 and to reimburse us for all necessary expenses in connection with such claiming. This shall not apply to the extent that the supplier proves that the supplier neither is responsible for the property right infringement nor would have had to be aware of it by applying commercial due diligence and care at the time of supply.

Sect. 10 Retention of Title

To the extent that we order parts or partial products from the supplier, we reserve title to these.

Sect. 11 Confidentiality / Data Protection

The supplier has to treat the contract conclusion as confidential and may refer to the business relation with us in advertising materials only after we have given our written consent. The contract partners undertake to treat as a business secret all not commonly known commercial or technical details that become known to them by the business relationship.

Sub-suppliers are to be obligated accordingly. Confidentiality shall also apply after the co has been ended. We shall treat the supplier's personal data in line with the provisions under data protection law, in particular of the GDPR.

Sect. 12 Miscellaneous

12.1 The supplier shall have rights of set-off and retention only regarding claim that are uncontested or have been finally and non-appealably established.

12.2 The supplier shall not make any grants to our employees or the executive management, in particular no gifts, special remunerations, journeys, cash, samples, tickets for entertainment events or the like.