

## General Terms and Conditions of Purchase of the Fuchs Gruppe (Status: November 2024)

### § 1 General

- 1.1. We order on the basis of our General Terms and Conditions of Purchase. Deviating, conflicting or supplementary General Terms and Conditions of the supplier shall only apply if and to the extent that we expressly agree to them in writing. With the exception of managing directors or authorized signatories, our employees shall not be authorized to make verbal side agreements or give verbal assurances.
- 1.2. This requirement of consent shall apply in any case, for example even if we accept the delivery/service without express objection in full knowledge of the supplier's General Terms and Conditions.
- 1.3. These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with the supplier. Should individual parts of these General Terms and Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions.
- 1.4. Our General Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 para. 1 of the German Civil Code (BGB).
- 1.5. Writing errors, calculation errors and similar obvious inaccuracies can be corrected by us at any time after discovery. Silence in response to declarations by our supplier shall not be deemed to constitute consent.

### § 2 Product Characteristics / Warranty

- 2.1 The supplier warrants that the goods have the contractually agreed quality, if necessary according to a sample. The agreed product specification shall form the basis of the quality. The supplier may only make changes to the product specification with our prior written consent.
- 2.2 At least the following conditions must be met:
  - a) The goods are non-hazardous to health, of a commercial grade and unconditionally fit for human consumption.
  - b) The goods comply with the German Food and Feed Code and all further relevant statutory provisions and regulations applicable in the Federal Republic of Germany as well as all applicable directives, recommendations, guidelines, standards and statements (e.g. the Maximum Residue Level Ordinance, Regulation (EC) No. 396/2005 of the Food Additive Implementing Regulation and the Additive Marketing Regulation, Regulation (EC) 852/2004 [Food Hygiene Regulation], the recommendations of the Plastics Commission, the guidelines of the Food Commission, the opinions of the Working Group of Food Chemistry Experts of the Federal States and the Federal Office of Consumer Protection and Food Safety, the guidelines of the European Spice Association (ESA) on unauthorized colorants in spices and the "Quality Minima Document" of the ESA) as well as the relevant other EU regulations and directives (including Regulation (EC) No. 178/2002, Directive 2000/13/EC, Regulation (EC) No. 2092/91, Regulation (EC) No. 466/2001).

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- c) In terms of manufacturing, quality and usability, the goods comply with the generally recognized rules of technology (technical standards, regulations, procedures, conditions, etc.), occupational health and safety regulations, accident prevention regulations, environmental protection law and the provisions of the law on technical work equipment.
- d) The marking and labelling of the goods and their packaging as well as the health, veterinary and other certificates supplied with the goods comply with the statutory provisions and regulations applicable in the country of destination of the goods at the time of their arrival.
- e) The supplier maintains and applies an internal control system in accordance with HACCP (Hazard Analysis and Critical Control Points) and GMP (Good Manufacturing Practice) to ensure food quality.
- f) The goods are not irradiated.
- g) The goods are not subject to labelling in accordance with the EU Regulation on the traceability and labelling of genetically modified organisms and on 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 inspect the goods regularly at its own expense prior to delivery and shall ensure that the goods meet the above quality requirements. The supplier shall document the inspections it has commissioned and/or carried out itself. Upon request, the supplier shall provide us with proof thereof.

Should the supplier fail to comply with his obligation to correctly label and identify the goods delivered by him or their packaging, we shall be entitled to return the goods to the supplier at the supplier's expense. The supplier is obliged to expressly point out the possible need for a declaration, as well as the existence of special requirements for storage and transportation. If hazardous substances are supplied, these must be labelled in accordance with the Ordinance on Working Substances. If goods have been purchased on the basis of a sample, we are not obliged to keep the original sample until delivery of the entire consignment if the condition of the sample has been recorded by us in writing after inspection.

- 2.3. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 5 working days from discovery or, in the case of obvious defects, of delivery. If the inspection of the goods reveals any detrimental deviations from the product specification or from statutory or

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official requirements, the supplier shall bear the costs associated with the relevant sampling and inspection as well as any further inspections required.

- 2.4. We shall be entitled to any statutory warranty rights. In particular, we are entitled, at our option, to demand that the supplier rectifies the defect or delivers a defect-free item or service. The supplier is obliged to bear all expenses necessary for the purpose of subsequent performance. If subsequent performance is not effected within the reasonable period set by us or if subsequent performance fails or is unreasonable for us, we shall be entitled to withdraw from the contract or to reduce the purchase price. In the event of failure or unreasonableness of subsequent performance or in the other cases provided for by law, no deadline needs to be set. Alternatively, we shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with subsequent performance. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions. If only part of a delivery of goods is defective, we shall be entitled, but not obliged, to withdraw from the contract in respect of the defective goods. If the supplier is obliged to pick up the rejected goods from us, these shall be picked up from us. We shall only be liable for damage caused to rejected goods stored by us up to the reasonably foreseeable amount typical for the contract, except in the event of injury to life, limb or health or in the event of intentional or grossly negligent breach of material contractual obligations (obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).
- 2.5. The warranty period is three years in deviation from Section 438 Para. 1 No. 3 BGB and starts with delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 2.6. We may demand compensation from our supplier, even if the delivered goods are ingredients for the goods (re)sold by us, for the expenses that we had to bear in relation to our customer (purchaser) in accordance with Section 439 para. 2 and 3 BGB and Section 475 para. 4 and 6 BGB if the defect claimed by the customer was already present when the risk was transferred to us.
- 2.7. For our rights as seller against our supplier as described in Section 437 BGB, it is not necessary to set a deadline for the defect asserted by our customer if we had to take back the sold goods as a result of their defectiveness or if the customer has reduced the purchase price.
- 2.8. The regulations in clause 2.3 remain unaffected.
- 2.9. The claims for reimbursement of expenses specified in clause 2.6 shall become time-barred three years after delivery of the goods.
- 2.10. The limitation period for our claims against the supplier due to the defect as defined in Section 437 BGB and Section 2.6 shall commence at the earliest two months after the time at which we have fulfilled our customer's claims. This suspension of expiry shall end at the latest five years after the time at which the supplier has delivered the goods to us.

### § 3 Product Liability / Indemnification / Liability Insurance Cover

- 3.1. Insofar as the supplier is responsible for product damage, the supplier shall indemnify us against third-party claims for damages upon first request to the extent that the cause lies within the supplier's sphere of control and organization and the supplier itself is liable in relation to third parties.

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- 3.2. In this context, the supplier shall also be obliged to reimburse our expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall campaign carried out by us. We shall inform the supplier in good time in advance of the content and scope of such a recall campaign – as far as possible and reasonable – and give him the opportunity to comment.
- 3.3. We will notify the relevant competent authority as required in consultation with the supplier.
- 3.4. Other statutory claims remain unaffected.
- 3.5. The supplier shall take out sufficient product liability insurance with a lump sum cover of at least EUR 10,000,000.00 per personal injury and property damage – lump sum – for the duration of the contract, i.e. until the respective expiry of the limitation period for defects; if we are entitled to further claims for damages, these shall remain unaffected.
- 3.6. The supplier must provide proof of insurance cover on request.

### § 4 Delivery Time / Delay in Delivery

- 4.1. The delivery time runs from the date of order. The agreed delivery dates are binding. Decisive for compliance with the delivery date / delivery period is the receipt of the goods at the place of receipt specified by us.
- 4.2. If the supplier is unable to meet the agreed delivery date, the supplier must inform us immediately in writing, stating the reasons and the expected duration of the delay. If the agreed delivery date is not met due to a circumstance for which the supplier is responsible, we shall be entitled to claim damages or withdraw from the contract after the fruitless expiry of a reasonable grace period set by us. The statutory provisions on the dispensability of setting a deadline and the other statutory rights due to delay in delivery (withdrawal and compensation in lieu of performance) shall remain unaffected. In the event of a delay in delivery, we shall be entitled to demand a lump-sum compensation for delay of 1 % per full week up to a maximum of 5 % of the agreed order value of the goods delivered late. In addition, we reserve the right to claim additional damages caused by the delay that exceed the lump-sum compensation for delay. The supplier has the right to prove to us that no damage or significantly less damage has been incurred as a result of the delay.

### § 5 Prices / Shipping / Packaging

- 5.1. The agreed prices are fixed prices regardless of any currency fluctuations. In the case of domestic suppliers, the prices are subject to statutory VAT.
- 5.2. Unless otherwise agreed in writing, all deliveries shall be made "free domicile" to the place of receipt specified by us (DDP Incoterms 2020 for import transactions), including packaging, transportation and insurance as well as any customs clearance costs. The supplier must comply with relevant national and international packaging, labelling and transport regulations.
- 5.3. Any disposal costs incurred for delivered product packaging shall be borne by the supplier.

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- 5.4. For goods that are subject to a minimum shelf life, the best-before date must be clearly indicated on the packaging.
- 5.5. Each delivery must be accompanied by a batch-related certificate of analysis.

### § 6 Transfer of risk / transport risk

- 6.1. Unless otherwise agreed, the risk shall in all cases pass to us upon acceptance of the goods, irrespective of the agreed terms of delivery. The supplier shall bear the transportation risk, even if the goods are not delivered by his own vehicles or by vehicles selected by him.
- 6.2. The supplier shall be liable for ensuring that the means of transportation used guarantees the necessary cooling temperature for the goods and is otherwise suitable for the proper transportation of the goods, in particular that it complies with food law requirements.

### § 7 Force majeure

In case of force majeure, we shall be released from the obligation to take delivery for the duration and to the extent of the impact. Force majeure is any event beyond our control which prevents us in total or in part from fulfilling our obligations, including epidemics, pandemics, fire damage, floods, strikes and lawful lockouts as well as operational disruptions or official orders for which we are not responsible. We shall notify the supplier immediately of the occurrence and cessation of force majeure and shall use our best endeavors to remedy the force majeure and to limit its effects as far as possible. In the event of force majeure, we shall consult with the supplier on how to proceed and jointly determine whether the products not delivered during this period should be delivered subsequently after the force majeure has ended. The right of each contracting party to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

### § 8 Invoice / Payment

- 8.1. Invoices must be submitted to us in duplicate with all associated documents and data separately and in proper form after delivery. The invoice must contain the delivery address, article description, delivery date, delivery quantity and delivery bill number. The quantity and price details on the invoice must correspond to the weights, prices and commercial classes determined upon delivery (receipt of goods).
- 8.2. Invoices that have not been properly submitted shall only be deemed to have been received by us from the time they are correct.
- 8.3. The delivery bill must state the quantity, the number of items and the article. If the information on the delivery bill or invoice is incomplete or incorrect, we will return the document to the supplier. We may deduct a processing fee of EUR 20.00 per delivery bill or invoice. In the event of incorrect delivery, we are entitled to withhold payment pro rata until proper fulfillment.
- 8.4. The contractual payments from us are due 30 calendar days after receipt of the goods by us. If the goods were received prior to receipt of the corresponding invoice or equivalent payment schedule, the receipt of a proper invoice or equivalent payment schedule shall be decisive for the commencement of the aforementioned payment period. Notwithstanding the provisions in sentences

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1 and 2 above, the statutory priority of deviating agreements made in individual cases shall remain unaffected.

8.5. We shall be entitled to rights of set-off and retention to the extent permitted by law.

### § 9 Place of Performance / Place of Jurisdiction / Choice of Law

- 9.1. Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the shipping address or shipping point requested by us; for all other obligations of both parties, the place of performance shall be our registered office.
- 9.2. If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction shall be our place of business. However, we are entitled to sue the supplier at his general place of jurisdiction.
- 9.3. The interpretation of this agreement as well as any dispute arising out of and/or in connection with this agreement shall be governed by and construed in accordance with the laws of Germany. The application of the conflict of laws (i.e. referrals and further referrals under German law) and the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded in accordance with the will of the parties.

### § 10 Property Rights

- 10.1. In accordance with clause 9.2, the supplier warrants that the products supplied by him do not infringe any third-party property rights in countries of the European Union or other countries in which it manufactures the products or has them manufactured.
- 10.2. 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.
- 10.3. We are not entitled to make any agreements with the third party – without the consent of the supplier – in particular to conclude a settlement.
- 10.4. The limitation period for these claims is three years, beginning with the transfer of risk.

### § 11 Retention of Title

Insofar as we provide parts or partial products to the supplier, we shall retain title to them.

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### § 12 Confidentiality / Data Protection

- 12.1. The supplier must treat the conclusion of the contract confidentially and may only refer to the business relationship with us in advertising materials after written consent.
- 12.2. The supplier is obliged to keep all illustrations, calculations, lists of ingredients and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after termination of the contract. However, it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, calculations, lists of ingredients and other documents provided has become generally known or was demonstrably already known to the supplier at the time of the disclosures within the meaning of sentence 1.
- 12.3. Subcontractors shall be obligated accordingly.
- 12.4. We will treat the supplier's personal data in accordance with the provisions of data protection law, in particular the DSGVO.

### § 13 Miscellaneous

- 13.1. The supplier shall only have rights of set-off and retention with regard to undisputed or legally established claims.
- 13.2. The supplier agrees that we may inspect the supplier's premises at any time during working hours without prior notice, e.g. as part of an external audit.
- 13.3. The supplier shall not make any benefits to our employees or management, in particular no gifts, special remuneration, trips, cash, samples, tickets for entertainment events or similar.

Dissen, November 2024