

General Terms and Conditions of Purchase of Bauck GmbH

1. General, Scope, Conclusion of Contract

- 1.1. Our Terms and Conditions of Purchase shall apply exclusively; we shall not accept any terms and conditions of the contractor/service provider/supplier (hereinafter uniformly referred to as "Supplier") that conflict with or deviate from our Terms and Conditions of Purchase unless we expressly agree to their application in text form. This shall also apply to terms and conditions stated in order confirmations or other confirmations of the Supplier.
- 1.2. These Terms and Conditions of Purchase shall apply to all purchases of goods and services ordered by us in business transactions with entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity who, when concluding a contract, act in the exercise of their commercial or independent professional activity (Section 14 (1) of the German Civil Code (BGB)), as well as to legal persons under public law and special funds under public law. They shall not apply to consumers within the meaning of § 13 BGB.
- 1.3. All agreements amending or supplementing these Terms and Conditions of Purchase made between us and the Supplier shall only be valid if made in text form.
- 1.4. If, in addition to these Terms and Conditions of Purchase, the Standard Terms and Conditions of the German Grain Trade ("Einheitsbedingungen im Deutschen Getreidehandel") are also made the subject matter of a contract between us and the Supplier, these Terms and Conditions of Purchase shall take precedence in the event of contradictions.
- 1.5. Our order constitutes an offer by us to purchase the goods or services in accordance with these Terms and Conditions of Purchase. The order shall be deemed to have been accepted when the Supplier accepts it by (a) a declaration of acceptance in text form or (b) by commencing performance with respect to the order.

2. Offer Documents

We reserve ownership, copyright and all other rights to illustrations, drawings, calculations and other documents which we make available to the supplier; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested; a right of retention is excluded in this respect. They must be kept secret from third parties.

3. Prices, Terms of Payment

- 3.1. Agreed prices are fixed prices in case of doubt and exclude subsequent claims. In the absence of deviating agreements in text form, the price includes delivery "free our premises" and, if applicable, packaging. We are not obliged to return the packaging. At our request, the supplier is obliged to collect and dispose of its packaging and transport materials at its own expense at the place of delivery/service.
- 3.2. Additional deliveries/services and/or changes to the agreed deliveries/services shall only be bindingly agreed if a prior agreement has been concluded in text form.
- 3.3. Payments on due claims of the Supplier shall be made within 21 days with 2% discount or within 45 days after receipt of invoice.
- 3.4. The payment period shall commence upon receipt by us of an auditable (final) invoice that complies with the statutory requirements, but not before the day of delivery/performance of the contractual service.
- 3.5. If instalment payments have been agreed, the payment period shall commence on the day of receipt of an auditable instalment invoice which complies with the statutory requirements.
- 3.6. Section 286 paragraph 3 German Civil Code is waived.

4. Assignment, Right of Retention, Set-off

- 4.1. The Supplier is prohibited from assigning his claims against us to third parties.
- 4.2. The Supplier shall not be entitled to any rights of retention insofar as they are based on counterclaims from other legal transactions with us.
- 4.3. The supplier may only offset such claims (also from other legal relationships) that are undisputed or have been legally binding established.

5. Performance of Delivery/Service, Provided Material, Ownership

- 5.1. Within the business or operating hours of the Supplier, we may inform ourselves about the correct contractual execution of the delivery/service. In this respect, we as well as our employees and agents shall be granted access to the production facilities of the Supplier after prior notification. Upon request, the documents required for a sufficient information shall be disclosed to us for inspection or shall be sent to us upon our request. We may request copies of the relevant documents if these are required to prove compliance with our own due diligence obligations.
- 5.2. The Supplier undertakes to provide us immediately upon request with all evidence and certificates contractually prescribed, in particular any organic certificates concerning the Supplier, the upstream suppliers in the supply chain and the delivered goods.
- 5.3. Any transfer of the execution of the delivery/service owed by the Supplier or essential parts thereof to third parties requires our prior written consent.
- 5.4. Materials provided by us to the Supplier shall remain our property and shall be stored, designated and managed separately free of charge. They may only be used for the purposes of the respective contract. Processing or transformation of materials provided by us by the Supplier shall be carried out for us. If these are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
- 5.5. Upon delivery of the ordered goods - whether to us or to a third party named by us - they shall immediately become our property. In any case, we are authorised to resell the delivered goods.

6. Delivery, Delivery Time, Delay

- 6.1. An agreed delivery and performance time is binding.

- 6.2. Deliveries to our goods receiving department must be made within the normal opening hours of the agreed warehouse at the delivery address. The Supplier is obliged to inform himself about the opening hours of the warehouse before delivery. We may reject goods delivered to us outside these opening hours.
- 6.3. The Supplier must inform us immediately in writing if circumstances occur or become apparent according to which the specified delivery and performance time cannot be met.
- 6.4. In the event of default on the part of the Supplier, we shall be entitled to the full statutory rights. In the event of default on the part of the supplier, we shall be entitled to demand a contractual penalty of 0.3% of the gross purchase price of the delayed delivery/service per day, but no more than 5% of the gross purchase price of the full order. The Supplier reserves the right to prove that a lesser damage has occurred. The contractual penalty shall be credited against the total damage caused by the delay.

7. Notification of Concerns, Obstruction Notice, Force Majeure

- 7.1. The Supplier shall inform us immediately in writing if he has reservations about the way in which we wish the delivery/service to be carried out or if he considers himself to be hindered in the execution of his delivery/service by third parties or by us.
- 7.2. In the event that the execution deadline is exceeded as a result of force majeure, we may demand the delivery/service from the Supplier at the originally agreed conditions after the reason for the impediment has ceased to exist or we may withdraw from or terminate the contract in whole or in part after the expiry of a reasonable period of grace. The same applies if the Supplier is prevented from delivering/performance for more than three months beyond the agreed date of performance. Any statutory claims for damages to which we are entitled shall remain unaffected.

8. Acceptance, Period for Complaint, Transfer of Risk, Transfer of Titel

- 8.1. For each delivery/performance of service of the Supplier, the delivery/acceptance shall take place at the agreed place of delivery/service against confirmation in text form.
- 8.2. Unless otherwise agreed in text form, deliveries shall be made at the Supplier's expense and risk to the agreed delivery address.
- 8.3. In deviation from §§ 377 HGB (German Commercial Code), we are entitled to inspect delivered goods and give notice of defects, deviations in quality or quantity within a period of 2 weeks after complete delivery of the goods. If there is a hidden defect in the goods, we are entitled to give notice of the defect within 2 weeks after discovery of the defect. If delivery is not made to us but directly to a third party named by us, the agreed period for inspection and giving notice of defects shall commence upon delivery of the goods to the third party.
- 8.4. If the contractual performance or parts of the contractual performance are rejected or objected to by us as not being in accordance with the contract after handover against confirmation or on the occasion of the acceptance date, the Supplier shall be obliged to immediately take back the contractual performance/partial performance concerned at its own expense. We are entitled to return the contractual performance/partial performance to the Supplier at the Supplier's expense after the expiry of a reasonable deadline set by us. In such cases, the risk shall not pass to us before the rectified performance has been handed over again against confirmation or acceptance.
- 8.5. The contractual performance or parts of the contractual performance which are to be handed over or accepted again at the agreed place of delivery/service against confirmation, or the items to be delivered as a replacement, shall be delivered/supplied again by the Supplier to the/at the agreed place of delivery/service at its own expense and risk.

9. Specifications, Claims for Defects, Liability

- 9.1. The goods delivered to us must comply with the legal and other requirements applicable in the contracting states of the EU, in particular with regard to quality and labelling. This applies in particular to the delivery of foodstuffs, additives and their packaging. If goods to be delivered to us are recognisably intended for onward delivery to countries outside the EU, the goods must comply with the legal requirements applicable there. Certificates, expert opinions, analyses and product samples required to verify the corresponding quality shall be made available to us without delay and free of charge at our request.
- 9.2. We shall be entitled to the statutory claims for defects in full. The Supplier shall remain solely responsible for its delivery/services and its defect-free performance even if we have signed, approved, stamped or marked with a "seen" note or similar the specifications, recipes, plans, drawings, calculations and other execution documents submitted by the Supplier.
- 9.3. The limitation period for claims for defects shall be governed by the statutory provisions, but with the following proviso:
 - a) The limitation period shall be extended by the time during which the defective delivery/service cannot be used/utilised due to the defect.
 - b) The limitation period shall be suspended by receipt of a notice of defects by the Supplier.
 - c) The limitation period for claims for defects shall also be suspended if the Supplier checks the existence of a defect itself.

The suspension of the limitation period in the aforementioned sense shall only end when the Supplier notifies us in writing that it acknowledges or rejects the notified defects. The resumption of the negotiation, examination of defects or measures taken to remedy defects shall again lead to the suspension of the limitation period.

- 9.4. The Supplier shall be liable in accordance with the statutory provisions.

10. Guaranties

Without limiting the foregoing warranties and other rights to which we are entitled by law, the Supplier **guaranties that**, upon delivery of the goods/services and for a period of at least 12 months thereafter ("Guaranty Period"), the following requirements are met with respect to the goods/services:

- 10.1. The Supplier guarantees that delivered goods comply with the agreed specifications.
- 10.2. The supplier guarantees that the delivered goods meet all material and formal requirements of any agreed organic or other standard.
- 10.3. The Supplier guarantees that delivered goods correspond to their agreed description and are free from defects in design, material and workmanship.
- 10.4. The Supplier guarantees that delivered goods are of contractual quality and that they are suitable for their intended use and purpose.
- 10.5. The Supplier guarantees that the delivered goods comply with all German and EU laws, regulations and other requirements applicable to them and that these goods are marketable without restriction in Germany and the EU.

- 10.6. The Supplier guarantees that delivered goods do not infringe any intellectual property rights and other rights of third parties.
- 10.7. The Supplier guarantees that foodstuffs and additives delivered to us do not contain or consist of any genetically modified organisms that must be declared in accordance with the applicable German and EU laws and regulations.
- 10.8. The Supplier guarantees that it has all necessary rights and licences (including all licences, permits, authorisations and consents required by contract or by law) to supply/perform the goods and services in accordance with these General Terms and Conditions of Purchase, any other agreements between the parties and all applicable laws.

11. Product Liability, Indemnification, Liability Insurance Cover

- 11.1. Insofar as the Supplier is responsible for product damages, he shall be obliged to indemnify us against claims for damages by third parties at our first request insofar as the cause for the damage lies within his sphere of control and organisation and he himself is liable in relation to third parties. Any further legal claims to which we are entitled shall remain unaffected.
- 11.2. If the Supplier is liable according to clause 11.1., he is also obliged to reimburse any expenses arising from or in connection with a recall action carried out by us. We shall inform the Supplier about the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment.
- 11.3. The Supplier undertakes to maintain product liability insurance with a sum insured of at least EUR 2 million per personal injury/property damage. If we are entitled to further claims for damages, these shall remain unaffected.

12. Property Rights

- 12.1. The Supplier guarantees that he is the owner of all rights in connection with his delivery/service and that the rights of third parties (in particular copyrights, patent rights, design rights and trademark rights) are not infringed by the delivery/service.
- 12.2. If claims are asserted against us by a third party due to alleged infringements of property rights with regard to deliveries/services of the Supplier, the Supplier shall be obliged to indemnify us against corresponding claims upon first written request. The Supplier's obligation to indemnify shall include all damages and expenses incurred by us in connection with the claim by a third party, including reasonable legal defence costs.

13. Secrecy

The Supplier is obliged to keep all illustrations, drawings, calculations and other documents or information received, including those relating to agreed prices, product specifications, recipes, delivery relationships, strictly confidential. They may only be disclosed to third parties for the purpose of fulfilling the contracts concluded with us or with our express consent to be given in text form and only insofar as the third parties have also been obliged to maintain secrecy within the meaning of this section 13.; this applies accordingly to the Supplier's own employees. The confidentiality obligation shall also apply after the execution of this contract; it shall expire if and to the extent that the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known without a breach of this confidentiality obligation. The supplier undertakes to take appropriate technical secrecy measures for the fulfilment of its secrecy obligations (physical/electronic access control according to the "need to know" principle, antivirus measures, firewalls, through state of the art measures).

14. Place of Jurisdiction, Applicable Law, Written Form

- 14.1. The place of jurisdiction is, as far as legally permissible, the place where we have our registered office. In the case of framework agreements, this jurisdiction shall also apply to disputes in connection with individual call-offs. However, we shall also be entitled to take legal action against the Supplier at his place of business.
- 14.2. German law shall apply exclusively to our contractual relationship with the Supplier, to the exclusion of the CISG (Uniform UN Sales Law) and such conflict-of-law provisions that can be waived and according to which foreign law would be applicable.

End of this Terms and Conditions of Purchase.