

General Terms and Conditions
of gb-foods GmbH with its Registered Office in Schillingsfürst
As of July 2022

1. Scope of application

- 1.1. Our General Terms and Conditions apply only to entrepreneurs, legal entities under public law, and special funds under public law.
- 1.2. Our General Terms and Conditions apply exclusively. Deviating terms and conditions of the buyer will not be recognised unless we have expressly agreed in writing to the validity of the deviating terms and conditions of the buyer. Our General Terms and Conditions also apply if we carry out the delivery to the buyer without reservation in the knowledge that the buyer's terms and conditions conflict with or deviate from our General Terms and Conditions.
- 1.3. Our General Terms and Conditions also apply to all future transactions with the buyer, even if no express reference is made to them.

2. Offers, scope of delivery

- 2.1. Our offers are subject to change without notice until acceptance of the order, unless expressly agreed otherwise.
- 2.2. Any order placed by the buyer is a binding offer. We can accept this offer within two weeks at our discretion by sending the contract or by sending the ordered goods to the buyer within this period.
- 2.3. There is a delivery quantity tolerance of +/- 10% of the ordered quantity. In this case, the price will be adjusted in accordance with the excess or short delivery.
- 2.4. If call-off orders have been agreed, the entire call-off quantity must be accepted in full within the agreed period. If no period has been expressly agreed, a period of no more than one month from the date of conclusion of the contract will be deemed to be the call-off period, unless otherwise expressly agreed.

3. Prices and terms of payment

- 3.1. Unless otherwise stated in the respective contract, our prices will be from our warehouse and exclusive of the statutory value added tax ("VAT") applicable at the time.
- 3.2. All prices are exclusive of packaging and shipping costs; these will be invoiced separately unless expressly agreed otherwise.
- 3.3. Changes in the VAT rate will entitle us to adjust the prices in accordance with the change in the VAT rate.
- 3.4. In the case of contracts with an agreed delivery period of more than four months from the conclusion of the contract, we reserve the right to increase the prices in accordance with the increases in labour costs or material prices that have occurred. If the increase amounts to more than five percent of the agreed price, the buyer has the right to terminate the contract.
- 3.5. Unless otherwise stipulated in the respective contract, the purchase price will be due for payment without deduction within 10 days of the invoice date.
- 3.6. If the buyer is in default with payment obligations towards gb-foods GmbH, all existing claims that we have against the buyer will become due immediately.

4. Delivery

- 4.1. All delivery periods are only binding if expressly confirmed by us in writing. In the event of delays becoming apparent, we shall inform the buyer of this as soon as possible.
- 4.2. The delivery period will be deemed to have been met if the goods have left our warehouse or notification of readiness for dispatch has been given by the time the delivery period expires.
- 4.3. If the delivery time is delayed due to a circumstance for which we are responsible, the buyer may only withdraw from the contract or claim damages for non-performance if the buyer has previously set us a reasonable period of grace and this has expired to no avail. This does not apply if the buyer is no longer interested in the fulfilment of the contract due to delay.
- 4.4. Claims for damages due to delay is limited to compensation for foreseeable and typical damage and only arises if we are responsible for the failure to meet the deadline. In the event of minor negligence, the claim for compensation for damage caused by delay will be limited to 5% of the agreed order price. The limitation of our liability does not apply in the cases of Sections 7.2 to 7.5.
- 4.5. In the event of delays in dispatch or necessary storage, which take place at the request of the buyer or due to other reasons which lie with the buyer, costs incurred or reasonable costs will be charged.
- 4.6. We shall not be responsible for delays due to force majeure or due to events that make it significantly more difficult or impossible for us to perform -even if they occur at our suppliers or subcontractors or their sub-suppliers- even in the case of bindingly agreed deadlines and dates, unless we are responsible for the obstacle or are already in default with our performance for another reason. Force majeure is deemed to be all unforeseeable and unavoidable events which are beyond our control and which could not have been avoided under the given circumstances by reasonable and acceptable means. These include, in particular, adverse weather conditions and natural disasters (e.g., earthquakes, fire, floods, storms), political unrest (e.g., wars, civil wars, revolutions), acts of terrorism, official measures, labour disruptions caused by political or economic conditions, embargoes, operational disruptions, strikes, lockouts, staff shortages, quarantine measures, illnesses (e.g., epidemics or epidemic risks, pandemics), piracy, lack of necessary raw materials and supplies, lack of means of transportation, transport delays due to traffic disruptions.

Such delays entitle us to postpone the performance for the duration of the impediment plus a reasonable start-up period, but no longer than four months, provided that we have notified the buyer of the delay and its expected duration immediately after the occurrence of the impediment.

We shall be obliged to remedy any delays that have occurred, provided that this is possible and reasonable for us at a reasonable economic cost.

In the event that the delay should last longer than four months, the buyer shall be entitled to set us a reasonable grace period after expiry of this period and to withdraw from the contract after unsuccessful expiry of the grace period. Also in this case, the buyer will not be entitled to any claims for damages against us, unless we are responsible for the impediment or are already in default with our delivery for another reason. However, the delivery status at the time of the withdrawal will be invoiced according to the contract prices and paid by the buyer. If the buyer has already made any counter-performance in excess of this, this must be reimbursed to the buyer without delay. The buyer cannot

demand compensation for any further damage or loss of profit.

We shall also be entitled to withdraw from the contract in the event that the delay should last longer than four months. With regard to the consequences of such a withdrawal from the contract by us, the regulations according to the previous paragraph will apply accordingly in the event of a withdrawal by the buyer.

5. Transfer of risk, transport insurance

- 5.1. Unless otherwise stated in the respective contract, delivery from our warehouse is agreed, so that the goods are dispatched for the account and at the risk of the buyer.
- 5.2. The risk will pass to the buyer when the delivery item has left our warehouse by handing over the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment, even if carriage paid delivery has been agreed.
- 5.3. If dispatch is delayed due to circumstances for which we are not responsible, the risk will pass to the buyer from the day of readiness for dispatch and notification thereof to the buyer.
- 5.4. If the buyer so wishes, we will cover the delivery by transport insurance. The costs thereby incurred will be borne by the buyer.

6. Defects, warranty

- 6.1. For commercial purchases with merchants within the meaning of the German Commercial Code (HGB), Section 377 HGB will apply.
- 6.2. The limitation period for claims for defects is 12 months.
- 6.3. In the event of the existence of a defect, we shall be entitled, at our discretion, to rectify the defect or to make a subsequent delivery. If the subsequent performance fails, the buyer will be entitled to reduce the purchase price or to withdraw from the contract. Subsequent performance will be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. In the event of subsequent performance, the buyer will bear the costs arising from the fact that the buyer has transported the ordered goods to a place other than the place of performance, unless the transport of the goods to a place other than the place of performance is in accordance with the intended use of the goods.
- 6.4. Our warranty does not extend to damage caused to the buyer by improper handling, natural shrinkage, moisture, strong heating, other extraordinary weather or temperature influences, as well as insect or beetle infestation.

7. Liability

- 7.1. Unless otherwise agreed in these General Terms and Conditions (in particular in the following Sections 7.2. to 7.5.), our liability for damages is excluded. This applies, in particular, to claims for damages arising from *culpa in contrahendo*, from other breaches of duty, from tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB) and from indirect or consequential damage, including loss of profit.
- 7.2. We shall be liable for damage insofar as it is covered by the liability insurance we have taken out. You can enquire about the amount of cover of our liability insurance from us.
- 7.3. We shall be liable in accordance with the statutory provisions if we culpably

breach a material contractual obligation, compliance with which is a prerequisite for the proper fulfilment of the contract and compliance with which the buyer may regularly rely on (so-called cardinal obligations).

In the event of only a slightly negligent breach of a cardinal obligation, our liability for damage, insofar as it is not covered by the liability insurance taken out by us, will only be limited to compensation for the foreseeable damage typical for the contract.

7.4. We shall be liable in accordance with the statutory provisions in the case of intent and gross negligence by us, a legal representative, or one of our vicarious agents.

7.5. Our liability under the provisions of the Product Liability Act will remain unaffected by this Section 7. Furthermore, the exclusions or limitations of liability pursuant to this Section 7. will not apply in the event of culpable injury to life, limb or health or in the event of a breach of warranty by us, our legal representative or vicarious agents.

8. Retention of title

8.1. Delivered goods will remain our property until full payment of the remuneration. We will retain ownership of the delivered goods until all claims - including those arising in the future- which we have against the buyer from the business relationship have been fulfilled.

8.2. We are entitled to assert our rights arising from our retention of title -in particular, to take back the goods delivered under retention of title- without prior withdrawal from the respective purchase contract.

8.3. The buyer is obliged to notify us immediately of any seizure of the goods subject to retention of title or other interventions by third parties and to inform the pledgees of our retention of title.

8.4. The buyer may resell or process the delivered goods in the ordinary course of business, unless the buyer has already effectively assigned the claim against their contractual partner to a third party in advance or a prohibition of assignment has been agreed. In order to secure the fulfilment of our claims, the buyer hereby assigns to us as a priority all claims, including those arising in the future, in the amount of the final invoice amount including VAT from a resale of our goods with all ancillary rights in the amount of the value of our goods. We hereby accept the buyer's declarations of assignment.

8.5. If the buyer processes, combines and mixes the reserved goods with other items, we shall be entitled to co-ownership in the new item in the ratio of the invoice value of the reserved goods to the value of the other items. If the combination or mixing is carried out in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer will transfer co-ownership to us on a pro rata basis. The buyer is obliged to keep our sole ownership or co-ownership in safe custody for us free of charge.

8.6. We are obliged to release the securities to which we are entitled at the request of the buyer insofar as the value of the securities exceeds the claims to be secured by more than 10%.

9. Offsetting, right of retention

Offsetting by the buyer with counterclaims is excluded unless the counterclaims are undisputed, recognised by us, have been legally established or are ready for a decision in legal proceedings without further taking of evidence. The assertion of a right of retention by the buyer is

excluded, unless it is based on the same contractual relationship and the counterclaims are undisputed, recognised by us, have been legally established or are ready for a decision in legal proceedings without further taking of evidence.

10. Assignment of claims

- 10.1. We are entitled to assign our present and future claims arising from the business relationship to AKTIVBANK AG, Stuttgarter Str. 20-22, 75179 Pforzheim.
- 10.2. All payments by the buyer must be made with debt-discharging effect exclusively to AKTIVBANK AG, Stuttgarter Str. 20-22, 75179 Pforzheim, unless the invoice states otherwise. We have also transferred property to which we have retained the title to AKTIVBANK AG.

11. Place of performance

Unless expressly agreed otherwise, the place of performance is 91583 Schillingsfürst/Germany.

12. Place of jurisdiction, applicable law

- 12.1. If the buyer acts as a merchant within the meaning of the German Commercial Code (HGB), the place of jurisdiction will be the registered office of gb-foods GmbH. However, we shall also be entitled to sue the buyer at their general place of jurisdiction.
- 12.2. Substantive German law applies, excluding the UN Convention on Contracts for the International Sale of Goods and private international law.