

# **General Terms and Conditions**

of gb-foods GmbH based in Schillingsfürst

Status: May 2026

## **1. Scope of Application**

1.1. Our General Terms and Conditions (hereinafter "GTC") apply only to entrepreneurs within the meaning of § 14 German Civil Code (BGB), legal entities under public law, and special funds under public law (hereinafter "Customer").

1.2. Our General Terms and Conditions apply exclusively. Deviating conditions of the Customer are not recognized unless we have expressly agreed to the validity of the Customer's deviating conditions in writing. Our General Terms and Conditions also apply if we execute the delivery to the Customer without reservation, even if we are aware of conflicting or deviating conditions of the Customer.

1.3. Our General Terms and Conditions also apply to all future transactions with the Customer, even if they are not expressly referred to.

## **2. Offers, Scope of Delivery**

2.1. Our offers are subject to change until the order is accepted, unless expressly agreed otherwise.

2.2. The Customer's order 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 Customer within this period.

2.3. There is a delivery quantity tolerance of +/- 10% of the ordered quantity. In this case, the price is to be adjusted according to the excess or short delivery.

2.4. If call orders are agreed, the entire call quantity must be fully accepted within the agreed period. If no period is expressly agreed, a call period of a maximum of one month from the date of conclusion of the contract applies, unless expressly agreed otherwise. We are entitled to invoice and deliver uncalled quantities after the expiry of the period.

## **3. Prices and Payment Terms**

3.1. Unless otherwise stated in the concluded contract, our prices are ex warehouse and plus the respective valid statutory value-added tax.

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 value-added tax rate entitle us to adjust prices according to the change in the value-added tax rate.

3.4. For contracts with an agreed delivery time of more than four months from the conclusion of the contract, we reserve the right to increase prices according to increases in wage costs or material prices. If the increase is more than five percent of the agreed price, the Customer has a right of termination.

3.5. Unless otherwise stated in the concluded contract, the purchase price is due for payment without deduction within 10 days from the invoice date.

3.6. If the Customer is in default of payment obligations towards us, all existing claims we have against the Customer become due immediately.

3.7. E-invoicing obligation: The Customer acknowledges that from January 1, 2025, electronic invoicing in the domestic B2B sector will become partially mandatory. We are entitled to transmit invoices in electronic form. The Customer agrees to receive electronic invoices.

3.8. Extended payment terms: Payment terms of more than 60 days require an express and separate agreement, which must not be grossly disadvantageous to us. A mere inclusion in standard clauses is not sufficient for this.

#### **4. Delivery**

4.1. All delivery times are only binding if expressly confirmed by us in writing. In the event of impending delays, we will inform the Customer as soon as possible.

4.2. The delivery period is met if the goods have left our warehouse by its expiry or readiness for dispatch has been notified.

4.3. If the delivery time is delayed due to circumstances for which we are responsible, the Customer can only withdraw from the contract or demand compensation for non-performance if he has previously set us a reasonable grace period and this has expired fruitlessly. This does not apply if the Customer no longer has an interest in the fulfillment of the contract due to the delay.

4.4. Compensation for delay is limited to the compensation of foreseeable and typical damage and only arises if we are responsible for the exceeding of the deadline. In the case of slight negligence, the claim for compensation for delay damage is limited to 5% of the agreed order price. The limitation of our liability does not apply in the cases of clauses 7.2. to 7.5.

4.5. In the event of shipping delays or necessary storage at the Customer's request or due to other reasons attributable to the Customer, incurred costs or reasonable costs will be charged.

4.6. We are not responsible for delays due to force majeure or due to events that significantly impede or make it impossible for us to provide the service – even if they occur with our suppliers or subcontractors or their sub-suppliers – even if deadlines and dates have been bindingly agreed, unless we are responsible for the impediment or we were already in default with our service for another reason.

Force majeure are all unforeseeable and unavoidable events that are beyond our control and could not be avoided under the given circumstances with reasonable and justifiable means. This includes, in particular, unfavorable weather conditions and natural disasters (e.g., earthquakes, fires, floods, storms), political unrest (e.g., wars, civil wars, revolutions), acts of terrorism, official measures, labor disruptions caused by political or economic conditions, embargoes, operational disruptions, strikes, lockouts, personnel shortages, quarantine measures, diseases (e.g., epidemics or epidemic risks, epidemics, pandemics), piracy, lack of necessary raw materials and operating materials, lack of means of transport, transport delays due to traffic disruptions. Sanctions, export restrictions, import bans, official trade measures, and restrictions on international payment or transport routes are also considered cases of force majeure.

Such delays entitle us to postpone the service for the duration of the impediment plus a reasonable start-up period, but for a maximum of four months, provided that we have notified the Customer of the delay and its probable duration immediately after the occurrence of the impediment.

We are obliged to eliminate delays that have occurred, provided that this is possible and reasonable for us with a reasonable economic effort.

In the event that the delay should last longer than four months, the Customer is entitled to set us a reasonable grace period after the expiry of this period and to withdraw from the contract after the fruitless expiry of the grace period. Even in this case, the Customer has no claims for damages against us, unless we are responsible for the impediment or we were already in default with our service for another reason. However, the status of performance at the time of withdrawal must be settled according to the contract prices and paid by the Customer. If the Customer has already provided further consideration, these must be reimbursed immediately. The Customer cannot demand compensation for any further damage or lost profit.

We are also 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 provisions according to the preceding paragraph apply accordingly in the event of a withdrawal by the Customer.

## **5. Transfer of Risk, Transport Insurance**

5.1. Unless otherwise stated in the concluded contract, delivery ex warehouse is agreed, so that the dispatch of the goods is at the Customer's expense and risk.

5.2. The risk passes to the Customer when the delivery item has left our warehouse by us having delivered the goods to the forwarder, the carrier or any other person or institution designated to carry out the dispatch, even if freight-free delivery has been agreed.

5.3. If dispatch is delayed due to circumstances for which we are not responsible, the risk passes to the Customer from the day of readiness for dispatch and its notification to the Customer.

5.4. If the Customer so wishes, we will cover the delivery with transport insurance. The costs incurred thereby shall be borne by the Customer.

## **6. Defects, Warranty**

6.1. For commercial purchases with merchants within the meaning of the HGB, § 377 HGB applies.

6.2. The limitation period for claims for defects is 12 months.

6.3. In the event of a defect, we are entitled, at our discretion, to repair or replace the goods. If the supplementary performance fails, the Customer is entitled to reduce the purchase price or to withdraw from the contract. Supplementary performance is deemed to have failed after the second unsuccessful attempt, unless the nature of the matter or the defect or other circumstances indicate otherwise. In the event of supplementary performance, the Customer bears the costs incurred because the Customer has moved the ordered goods to a place other than the place of performance, unless the movement of the goods to a place other than the place of performance corresponds to the intended use of the goods.

6.4. Our warranty does not extend to damages caused to the Customer by improper handling, natural shrinkage, moisture, strong heating, other extraordinary weather or temperature influences, as well as insect or beetle infestation. Natural, customary or minor deviations in color, odor, taste, structure, moisture, bulk density or other product-typical properties of natural raw materials do not constitute a defect, provided that the agreed specifications are met. Analytical values are subject to the natural fluctuations of agricultural raw materials. The agreed specifications and customary tolerances are decisive.

6.5. Repairability: For B2B contracts concluded from January 1, 2028, repairability will be added as a feature of the legal concept of defect. If repairability is customary for goods of the same type and can be expected by the Customer, a good is defective if it is not repairable. Contractually deviating regulations are still possible in the B2B sector.

## **7. Liability**

7.1. Unless otherwise agreed in these General Terms and Conditions (in particular in the following clauses 7.2. to 7.5.), our liability for damages is excluded. This applies in particular to claims for damages arising from fault during contract negotiations, due to other breaches of duty, due to tortious claims for compensation for property damage according to § 823 BGB and due to indirect damages or consequential damages including lost profits.

7.2. We are liable for damages insofar as these are covered by the liability insurance concluded by us. You can inquire about the sum insured of our liability insurance with us.

7.3. We are liable according to the statutory provisions if we culpably violate an essential contractual obligation, the observance of which is essential for the proper fulfillment of the contract and on the observance of which the Customer can regularly rely (so-called cardinal obligations).

In the event of only slightly negligent violation of a cardinal obligation, our liability for damages, insofar as these are not covered by the liability insurance concluded by us, is limited to the compensation of foreseeable, contract-typical damage.

7.4. We are liable according to the statutory provisions in cases of intent and gross negligence on our part, a legal representative or one of our vicarious agents. Claims due to intentional breach of contract are expressly excluded from reductions in limitation periods.

7.5. Our liability according to the provisions of the Product Liability Act remains unaffected by this clause 7. Furthermore, the exclusions of liability or limitations of liability according to this clause 7. do not apply in the event of culpable injury to life, body or health as well as in the event of a breach of a guarantee by us, our legal representative or vicarious agent.

## **8. Retention of Title**

8.1. Delivered goods remain our property until full payment of the remuneration. We reserve ownership of the delivered goods until all – including future – claims we have against the Customer from the business relationship have been fulfilled.

8.2. We are entitled to assert our rights from our retention of title – in particular the return of the goods delivered under retention of title – without a prior withdrawal from the respective purchase contract.

8.3. The Customer is obliged to notify us immediately of seizures 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 Customer may resell or process the delivered goods in the ordinary course of business, unless he has already effectively assigned the claim against his contractual partner to a third party in advance or agreed on a prohibition of assignment. The Customer hereby assigns to us, to secure the fulfillment of our claims, all future claims in the amount of the final invoice amount including value-added tax from a resale of our goods with all ancillary rights in the amount of the value of our goods with priority. We hereby accept the Customer's declarations of assignment.

8.5. In the event of processing, combining and mixing of the goods subject to retention of title with other goods by the Customer, we are entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the value of the other goods. If the combination or 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 transfers co-ownership to us proportionally. The Customer is obliged to store our sole ownership or co-ownership free of charge for us.

8.6. We are obliged to release the securities due to us at the Customer's request insofar as the value of the securities exceeds the claims to be secured by more than 10%.

### **9. Set-off, Right of Retention**

A set-off by the Customer with counterclaims is excluded, unless the counterclaims are undisputed, recognized by us, legally established or ready for decision in a judicial proceeding without further evidence. The assertion of a right of retention by the Customer is excluded, unless it is based on the same contractual relationship and the counterclaims are undisputed, recognized by us, legally established or ready for decision in a judicial proceeding without further evidence.

### **10. Assignment of Claims**

10.1. We are entitled to assign our present and future claims from the business relationship to AKTIVBANK AG, Stuttgarter Str. 20-22, 75179 Pforzheim.

10.2. All payments from the Customer are to be made exclusively to AKTIVBANK AG, Stuttgarter Str. 20-22, 75179 Pforzheim with debt-discharging effect, unless otherwise stated on the invoice. We have also transferred our retention of title to AKTIVBANK AG.

### **11. Place of Performance**

Unless expressly agreed otherwise, the place of performance is D-91583 Schillingsfürst.

### **12. Place of Jurisdiction, Applicable Law**

12.1. If the Customer acts as a merchant within the meaning of the HGB, the place of jurisdiction is the registered office of gb-foods GmbH. However, we are also entitled to sue the Customer at his general place of jurisdiction.

12.2. Substantive German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.

### **13. Additional Provisions**

13.1. Packaging Act (§15 VerpackG): Insofar as the packaging supplied by us is to be classified as transport or commercial packaging within the meaning of §15 VerpackG, return and recycling will take place in accordance with legal regulations.

13.2. Digital Communication: Unless a stricter form is expressly required by law, text form, in particular by e-mail, is sufficient for communications, notices and contract processing.

13.3. Payment Security: In case of justified doubts about the Customer's solvency, we are entitled to make deliveries only against advance payment, security or confirmed letter of credit.

13.4. Product Liability / Further Processing: The Customer is obliged to check the suitability of the goods for the intended use on his own responsibility before further processing or resale.