

1. Scope

- a) These General Terms and Conditions of Purchase shall apply exclusively to all our contracts - including future contracts - under which we purchase goods, even if they are not separately agreed again. If, after the conclusion of the contract, mandatory changes by law or jurisdiction unforeseeable at the time of the conclusion of the contract occur and the relationship between performance and consideration is significantly disturbed as a result, we reserve the right to adjust these General Terms and Conditions of Purchase accordingly. The above unilateral reservation of the right to make amendments shall not apply if the amendments affect the main performance obligations of the parties.
- b) We do not recognise supplementary terms and conditions of the supplier, terms and conditions that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Even if we refer to a letter which contains or refers to the terms and conditions of the customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions. The above provisions shall also apply if we accept deliveries without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase.
- c) These General Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Sections 14, 310 para. 1 of the German Civil Code (BGB).
- d) Insofar as our General Terms and Conditions of Purchase do not contain any special provisions, the statutory provisions shall apply irrespective of any commercial customs, whereby sufficient consideration shall be given to the latter. References to the applicability of statutory provisions shall otherwise only have a clarifying significance.

2. Conclusion of Contract / Confidentiality

- a) Our enquiries and orders are non-binding and merely represent an invitation to submit an offer by the supplier. Something else shall only apply to our orders if a framework agreement has been concluded with the supplier or the order is expressly designated by us as binding.
- b) Contracts, orders or delivery call-offs ("**order**") within a framework agreement are binding. A contract on the specific order or the specific delivery call-off shall be concluded unless the Supplier expressly objects within three (3) working days.
- c) We shall be bound by an order expressly designated by us as binding for 7 calendar days after the date of the order, unless a different period is expressly stated in the order.
- d) If an offer is submitted to us by the supplier in response to our enquiry, the contract shall only be concluded upon our written acceptance of the offer. Transmission in electronic form shall be sufficient for this purpose. Such electronic transmission shall be deemed sufficient to comply with the formal requirement of written acceptance, provided it is accompanied by a valid

electronic signature that meets the legal requirements for an electronic signature.

- e) We are entitled to change the time and place of delivery as well as the type of packaging at any time by written (text form is sufficient) notification with a notice period of at least 10 calendar days before the agreed delivery date. The same shall apply to changes in product specifications insofar as these can be implemented within the framework of the supplier's normal production process without significant additional expense. In these cases, however, the notification period shall be 14 calendar days. We shall reimburse the supplier for the proven additional costs incurred in each case as a result of the change, insofar as and to the extent that these are reasonable. If such changes result in delivery delays which cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of the additional costs or delays in delivery to be expected from him on careful assessment in good time before the delivery date, but at the latest within one week of receipt of our notification in accordance with sentence 1 or sentence 3.
- f) An amendment or cancellation of the contract concluded in accordance with our order shall be deemed accepted if the other party does not immediately object.
- g) The performance of the service owed to us by third parties is only permissible with our express written consent (text form is sufficient).
- h) We reserve the ownership as well as all industrial property rights and copyrights to recipes, manufacturing instructions, samples and other specifications and information which we provide to the supplier - whether in a tangible or intangible form, but in particular also in electronic form; they may not be made accessible to third parties without our express written consent. This applies in particular to those written documents which have been marked as "confidential". All information may be used by the supplier exclusively for the purpose of fulfilling its contractual obligations towards us and must be returned to us immediately without being requested after the order has been processed.
- i) The supplier shall maintain strict secrecy vis-à-vis third parties with regard to all documents and (also verbally provided) information which directly or indirectly concern our business operations, unless we agree to the disclosure of information in advance in writing (text form is sufficient) in individual cases or the supplier must disclose the information in fulfilment of mandatory legal obligations. The supplier shall ensure that this confidentiality obligation is also observed by its employees and other vicarious agents.
- j) The confidentiality obligation pursuant to section 2 lit. h) and i) shall continue to apply after the contract has been performed; it shall expire if and to the extent that the information contained in the documents provided has

become generally known without any breach of confidentiality obligations.

3. Prices / Payment Conditions

- a) The prices agreed with the supplier are exclusive of the statutory value added tax applicable at the time, but inclusive of all packaging, transport and other additional costs. The prices agreed with the supplier are subject to VAT at the statutory rate, but include all packaging, transport and other additional costs, unless expressly agreed otherwise. Subsequent price changes require our express written consent (text form is sufficient). The supplier shall take back the packaging of the delivered goods free of charge at our request.
- b) We can only process invoices and payment periods only start to run if the invoices we receive are proper invoices within the meaning of §§ 14, 14a UStG (German Turnover Tax Act) and, in particular, the number of the enquiry shown in our orders, the order number (if available), article number, delivery quantity and delivery address are stated; the supplier is responsible for all consequences arising due to non-compliance with this obligation, unless he can prove that he is not responsible for them.
- c) Unless otherwise agreed in writing, payment shall be made within 30 working days after receipt of the goods and the invoice. We are entitled to deduct a discount of 3% if we pay within 14 working days after receipt of goods and invoice.
- d) We shall be entitled to rights of set-off and retention, in particular in the event of defective delivery, to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims arising from incomplete or defective performance by the supplier.
- e) We are also entitled to pay by cheque or with discountable bills of exchange; all bill and discount charges incurred shall be borne by us.
- f) We do not owe interest on arrears. The supplier's claim to payment of interest on arrears remains unaffected. The statutory provisions shall apply to the occurrence of our default. In any case, however, a reminder within the meaning of Section 286 (1) of the German Civil Code (BGB) is required from the supplier.

4. Delivery / Transfer of Risk

- a) The agreed delivery periods shall run from the date of the order and shall be binding - just as agreed delivery dates - as essential content of the contract. The supplier must inform us immediately in writing of any foreseeable delays in delivery, without prejudice to any rights we may have as a result.
- b) In the event of a delay in delivery, we shall be entitled to all statutory rights. In addition, we may claim liquidated damages for delay in the amount of 1.5% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. The supplier reserves the right to prove that we have incurred no damage at all or only significantly less damage. We reserve the right to assert any further

claims for damages; the lump sum shall be offset against any further claim for damages.

- c) For logistical reasons, we shall only accept excess, short, partial and advance deliveries if we have agreed to them in writing prior to delivery. If such a delivery is made without prior consent, we shall be entitled to arrange for the return of the goods at the supplier's expense; the supplier shall indemnify us against claims by third parties in this respect upon first request.
- d) The delivery of the ordered goods shall be made "free domicile" to the receiving point named by us, i.e. in particular at the risk and for the account of the supplier. Insofar as a place of receipt has not been named by us, delivery shall be made "free domicile" to the one of our plants which, as shown on the letterhead, has dispatched the order. The respective destination is also the place of performance (obligation to deliver). The supplier shall bear the risk of dispatch even in the event that we have assumed the costs of dispatch. The supplier shall insure the delivery against loss and damage during transport at his own expense.
- e) The supplier is obliged to correctly state the number of the enquiry, the order number (if available), article number, delivery quantity and delivery address shown in our orders on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for any delays in processing.
- f) The supplier undertakes to deliver all deliveries and partial deliveries in the quality and composition required and accepted by us. This also applies to a sample submitted by the supplier. The supplier guarantees that all deliveries and partial deliveries have the quality of the sample.
- g) The supplier bears the procurement risk for its services, unless it is a custom-made product.

5. Warranty

- a) The supplier shall only use first-class material and the most modern, in particular standard-compliant process technologies in the production. He undertakes to manufacture products which correspond to the latest state of the art and which are suitable for the intended use - as far as he knows - without any restrictions. In addition, he shall carry out proper quality assurance together with a thorough outgoing product inspection. Upon request, the supplier shall provide us with evidence of this.
- b) The delivered goods shall be inspected by us within a reasonable period of time for any deviations in quality and quantity. Complaints regarding the type, quantity or dimensions as well as defects of the delivered products detected by our quality control in the sampling procedure shall be notified to the supplier without delay. Hidden defects, i.e. in particular those that can only be detected in the course of processing or putting the delivered products into use, shall be notified to the supplier immediately after their discovery.
- c) We shall be entitled to the statutory warranty rights in full. The supplier is entitled to one-time supplementary performance - at our discretion by remedying the defect

(rectification) or by delivering a defect-free item (replacement) - within a reasonable period set by us. If subsequent performance in the form of rectification is impossible due to the nature or type of the goods delivered in each case, the supplier's obligation shall be limited to the subsequent performance option of replacement delivery. By way of clarification, we would like to point out that all costs arising from this are to be borne by the supplier. If the goods are still defective after subsequent fulfilment, the subsequent fulfilment shall be deemed to have failed, which entitles us in particular to withdraw from the contract, to reduce the purchase price and to demand compensation for any damages and futile expenses.

d) If the supplier does not fulfil its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this from the supplier or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; the supplier must be informed immediately.

e) In accordance with the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order, purchase confirmation or order confirmation - are the subject matter of the respective contract or have been included in the contract in the same way as these General Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

f) In deviation from Section 442 para. 1 sentence 2 BGB (German Civil Code), we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

g) The costs incurred by the supplier for the purpose of inspection and rectification shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages for unjustified requests for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

h) All deadlines, in particular for subsequent delivery, collection and repair of defective goods from us, must be confirmed by us in writing in advance (text form is sufficient); if the supplier does not obtain this confirmation from us, section 4 lit. c), sentence 2, 1st and 2nd half-sentences of these General Terms and Conditions of Purchase shall apply accordingly.

Furthermore, we are not obliged to hand over goods or to grant the supplier access to the goods.

i) The supplier shall collect from us goods which we have complained about as defective within a reasonable period of time set by us. If this does not happen within the time limit, clause 4 lit. c), sentence 2, 1st and 2nd half-sentences of these General Terms and Conditions of Purchase shall apply accordingly.

j) In the event that the delivered goods are defective, in particular if the delivered goods do not have the agreed product quality or durability, the supplier shall bear all expenses necessary for the purpose of determining the cause and consequences of the defect as well as the expenses necessary for the purpose of rectifying the defect or delivering a replacement (also by us or by third parties), including the costs for warning and recall campaigns. We are entitled to take and use samples of the goods notified by us as defective for the purpose of providing evidence, provided that this does not unreasonably prejudice the supplier's interest in the complete return of the defective goods.

k) In any case, the regular limitation period for all warranty claims shall be 36 months from the transfer of risk, unless a longer warranty period applies by law in individual cases or the supplier has given a guarantee that goes beyond this. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance.

6. Supplier Recourse

a) We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b BGB) in addition to the claims for defects without restriction if there is a consumer at the end of the supply chain. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice (Section 439 (1) of the German Civil Code) is not restricted by this.

b) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 BGB), we shall notify the supplier and request a written statement, briefly explaining the facts. If the statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the supplier shall be obliged to prove the contrary.

c) Our claims from supplier recourse shall also apply if the goods have been further processed by us or by one of our customers before being sold to a consumer, e.g. by being incorporated into another product or mixed with another product.

7. Claims for damages/Product

liability/Exemption/Insurance Cover

a) Insofar as the supplier is obliged to compensate us - irrespective of the legal grounds - he shall be liable for any form of fault, in particular also for slight negligence;

this shall also apply insofar as he uses vicarious agents or assistants. An exclusion of liability as well as limitations of liability in terms of amount are not recognised.

- b) If the cause of a product defect lies within the supplier's sphere of control or organisation, the supplier shall indemnify us against claims for damages by third parties upon first request. In this context, the supplier shall also reimburse us for any expenses arising from or in connection with a warning or recall campaign carried out by us; we shall inform the supplier - insofar as possible and reasonable - about the content or scope of such campaigns before they are carried out and give him the opportunity to comment. Further legal claims remain unaffected.
- c) The supplier is obliged to maintain a product liability insurance with an insured sum of at least € 2.5 million per personal injury and property damage - lump sum - which also includes compensation for consequential damages, in particular for warning and recall actions, and will provide us with evidence of this upon request; if we are entitled to claims for damages in excess of this amount, these shall remain unaffected.
- d) Insofar as the supplier culpably infringes the rights of third parties in connection with its delivery, the supplier shall be obliged to indemnify us against these claims upon first written request in the event that a third party asserts a claim against us for this reason; we shall not be entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.
- e) The supplier's obligation to indemnify pursuant to section 7 lit. b) and d) refers to all expenses necessarily incurred by us from or in connection with the claim by a third party.

8. Retention of Title/Assignment/Offset

- a) The supplier shall have neither an extended nor an expanded reservation of title. Any resale and processing of the item shall be carried out for us and we are expressly permitted to do so.
- b) The supplier is not entitled to assign claims arising from the business relationship with us to third parties in whole or in part, unless the assignment is made within the scope of customary business practice or with our prior written consent.
- c) The supplier shall only be entitled to rights of set-off and retention insofar as his claim has been legally established, is undisputed or has been recognised by us in writing. The supplier is, however, entitled to retention on the basis of claims arising from the same contractual relationship.

9. Obligations of the supplier with regard to human rights and environmental prohibitions.

- a) The supplier shall ensure that no violations of the prohibitions specified in Section 2 para. 2 nos. 1-12 and para. 3 nos. 1-8 LkSG (Supply Chain Sourcing Obligations Act) are committed in its own business area (within the meaning of Section 2 para. 6 LkSG). The supplier also

undertakes to pass on the above obligation to its direct suppliers (within the meaning of § 2 para. 7 LkSG) and to address it appropriately along its supply chain (within the meaning of § 2 para. 5 LkSG).

- b) If the supplier discovers that a violation of the prohibitions specified in § 2 para. 2 nos. 1-12 as well as para. 3 nos. 1-8 LkSG has occurred in its own business area, the supplier shall immediately inform us in text form of this violation and inform us of the measures that have been or will be taken to remedy the violation. We are entitled to pass on the information obtained under this paragraph to the direct customers of the products or services manufactured by us. The disclosure shall be made in compliance with the legitimate interests of the supplier, the rights of employees, data protection and the protection of business secrets.
- c) If the supplier fails to fulfil one of its obligations under this number 9, we shall be entitled - without prejudice to our other rights - to suspend the business relationship with the supplier until the supplier has fulfilled its obligation.

10. Energy Management

- a) In line with our energy management system, which we have had certified in accordance with DIN EN ISO 50001, we are striving to reduce our energy consumption and use energy more efficiently. We would be pleased to receive any suggestions you may have on potential energy savings. Please do not hesitate to contact us.
- b) In this context, we would like to point out to you to also pay attention to energy-saving and efficient operation in your production processes.

11. Code of Conduct

The GoodMills Group's Code of Conduct, available at <http://www.goodmills.de/agb>, applies in the version that was in effect when the last contract between the business partner and a GoodMills company was concluded, whereby the business partner is free to refer to a more recent version at any time.

12. Final Provisions

- a) None of the above clauses shall lead to a change in the burden of proof to the detriment of the supplier in the form of imposing the burden of proof on the supplier for circumstances that lie within our sphere of responsibility.
- b) If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Hamburg shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we are also entitled to sue the supplier at the court of his place of residence or business. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- c) All agreements made between the supplier and us with regard to our order are and will be set down in writing, unless the parties have agreed otherwise in individual cases or agree otherwise in the future. Transmission in

electronic form shall be sufficient for this purpose. Such electronic transmission shall be deemed sufficient to comply with the formal requirement of written acceptance, provided that it is accompanied by a valid electronic signature which complies with the legal requirements for an electronic signature. Legally relevant declarations and notifications to be made by the supplier to us after conclusion of the contract must be in writing in order to be effective, whereby transmission in electronic form shall also be deemed sufficient here to comply with the written form requirement.

- d) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), even if the supplier has its registered office abroad.

The registered office of the Company is Hamburg - registered in the Commercial Register at the local court of Hamburg under number HRB 133482.