

General Terms and Conditions of Sale of Freiburger Lebensmittel GmbH

1 Validity

- 1.1 These General Terms and Conditions of Sale shall apply to all sales, deliveries and other services of Freiburger Lebensmittel GmbH (hereinafter the **"Seller"**) to their customers (hereinafter the **"Buyer"**), provided that the Buyer is an entrepreneur within the meaning of Article 14 BGB (German Civil Code), a legal entity under public law or public special assets. These shall also apply to all future transactions, deliveries and services, even if no separate reference is made thereto.
- 1.2 These General Terms And Conditions Of Sale apply exclusively. Terms and conditions deviating from, conflicting with or supplementing these General Terms And Conditions Of Sale are excluded. Deviating, conflicting or supplementary terms and conditions shall only apply if and to the extent that the Seller has expressly agreed to their validity in individual cases. Reference to any letter, e-mail or other Buyer's statement containing or referring to deviating, conflicting or supplementary terms and conditions or the unconditional performance of any service or delivery of the Seller with knowledge of such terms and conditions may not constitute the consent of the Seller and these General Terms and Conditions of Sale shall remain exclusively applicable.

2 Conclusion of the contract

- 2.1. The offers of the Seller are not binding and subject to change without notice, unless they are expressly designated in individual cases as binding by the Seller.
- 2.2 Buyer's purchase orders or commissions shall be deemed to be binding offers. Unless otherwise stated in the purchase order or by commissions, the Seller shall be entitled to accept the contractual offer by means of an order confirmation within 10 days after receiving the offer. If the Seller does not confirm the purchase order or the commission separately in writing, the Seller's delivery note shall be deemed to be the order confirmation.
- 2.3 The contract concluded with the Buyer's purchase order or commission and the Seller's order confirmation fully reflects the agreements between the Seller and the Buyer; oral agreements between the contracting parties shall be replaced by this contract unless it is there expressly stated that they shall continue to be binding. Additions and amendments to the contract, including these General Terms And Conditions Of Sale, must be made in writing or text form (e.g., by letter, fax or e-mail) in order to be effective.

3 Delivery

- 3.1 Unless expressly agreed otherwise, the goods shall be delivered from Seller's warehouse. The transfer of risk to the Buyer takes place when the goods are handed over to the forwarding agent, carrier or other third party commissioned with the transport or (in the case of collection by the Buyer itself) to the Buyer.
- 3.2 Unless expressly agreed otherwise, the information on delivery times is approximate. If forwarding has been agreed, information on delivery times refers to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- 3.3 The Seller is entitled to partial delivery for justified reasons, insofar as this is reasonable for the Buyer. Each partial delivery entails partial fulfilment of the delivery obligation.
- 3.4 Deliveries presuppose the timely and correct fulfilment of all obligations of the Buyer. The plea of non-performance of the contract remains reserved.
- 3.5 In the event of Buyer's default in acceptance or other culpable breach of cooperation duties, the Seller shall be entitled to compensation for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of cooperation duties.
- 3.6 The Seller shall not be liable for the impossibility of delivery or for the delay in delivery, insofar as this was caused by an event of force majeure or other events which were unforeseeable at the time of the conclusion of the contract for which the Seller is not responsible. Events of force majeure and unforeseeable events within the meaning of the preceding sentence are in particular work disruptions and interruptions, impossibility or delays in the procurement of raw materials, delays in transport, strikes, lockouts, energy shortages, difficulties in obtaining official permits, official measures, panic or epidemics or non-delivery, incorrect delivery or late delivery by upstream suppliers for which the Seller is not responsible. If the Seller is not able to meet delivery times due to such events, it will immediately inform the Buyer. If such events are only temporary, the delivery times shall be extended accordingly. If such events make the delivery considerably more difficult or impossible for the Seller and the hindrance is not only of a temporary nature, the Seller may withdraw from the contract in whole or in part. In this case, any payment or consideration shall be refunded to the Buyer without delay.
- 3.7 The occurrence of the Seller's default in delivery shall be determined in accordance with the statutory provisions; however, a reminder by the Buyer shall be required in any case.
- 3.8 The rights of the Buyer in accordance with clause 7 of these General Terms and Conditions of Sale as well as the statutory rights of the Seller (e.g., in case of impossibility of performance) shall remain unaffected.

4 Prices, terms of payment, set-off and reservation

- 4.1 Unless expressly agreed otherwise, the prices are ex Seller's warehouse, plus the respective statutory value added tax and including the packaging costs.
- 4.2 The prices for the goods are those agreed upon at the time of the conclusion of the contract, insofar as the delivery takes place within four months after the conclusion of the contract and it concerns individual orders. If delivery is made later than four months after conclusion of the contract or within the scope of continuing obligations, the prices shall be determined in accordance with the Seller's price list valid at the time of delivery.
- 4.3 Unless expressly agreed otherwise, the purchase price shall be due and payable within 14 days of invoicing and delivery. However, the Seller shall be entitled at any time to make a delivery in whole or in part only against advance payment; the Seller shall declare a corresponding reservation by the order confirmation, at the latest.
- 4.4 In the event of default in payment, interest shall be charged on the purchase price at the applicable statutory default interest rate. The Seller reserves the right to assert further damages caused by delay.
- 4.5 In the event that taxes or public charges of any kind are newly introduced or increased after the conclusion of the contract, the Seller is authorised to add the cost increase to the agreed price accordingly.
- 4.6 In the event that, after the conclusion of the contract, the Seller has reasonable grounds to assume that the Buyer is not in a position to fulfil its obligations (e.g., if the Buyer fails to make due payments), the Seller shall be authorised, at its discretion, to deliver goods only against advance payment or appropriate security. The Seller's right to legal claims remains reserved.
- 4.7 Offsetting with counterclaims of the Buyer or the reservation of payments due to such claims is only possible insofar as the counterclaims are undisputed or have been legally established.

5 Reservation of title

- 5.1 Until all present and future claims arising from the purchase contract and the current business relationship (secured claims) have been fulfilled, the delivered goods remain the property of the Seller (reserved goods).
- 5.2 For the duration of the reservation of title, the Buyer is obliged to keep the goods subject to it with the diligence of a prudent businessman. The Buyer is obliged to appropriately insure the goods subject to reservation of title and, after a corresponding request by the Seller, to provide the Seller with the proof of insurance and to assign to the Seller the claims from the insurance contract.
- 5.3 Until revoked in accordance with clause 5.6, the Buyer is entitled to resell the reserved goods in the ordinary course of business.
- 5.4 Until revoked in accordance with clause 5.6, the Buyer shall be entitled to process the reserved goods in the ordinary course of business. The reservation of title shall extend to the products resulting from the processing, mixing or combining of the goods subject to it at their full value, whereby the Seller shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The regulations for the goods subject to reservation of title shall apply to the resulting products accordingly.
- 5.5 By way of security, the Buyer hereby assigns to the Seller all claims against third parties arising from the resale of the goods subject to reservation of title or the goods arising from the resell in accordance with clause 5.4, in total or in the amount of the co-ownership share in accordance with clause 5.4. The Seller accepts the assignment. The Buyer shall remain authorised to collect the claims assigned as security until revoked in accordance with clause 5.6. In the event of revocation in accordance with clause 5.6, the Buyer shall notify the Seller of the assigned claims and their debtors, provide all the required information for collection, hand over the relevant documents and notify the debtors of the assignment.
- 5.6 The Seller may revoke the authorisation to resell the goods subject to reservation of title in accordance with clause 5.3, to process, mix or combine them in accordance with clause 5.4 and to collect the claims assigned as security in accordance with clause 5.5, if the Seller asserts the reservation of title by exercising its rights under clause 5.9, if the Buyer is threatened with insolvency, if the Buyer fails to fulfil its payment obligations arising from the business relationship at the due date, if an application has been made to open insolvency proceedings against the assets of the Buyer or if the opening of such proceedings has been rejected for lack of assets.
- 5.7 If the realisable value of the securities exceeds the secured claims by more than 10%, the Seller shall release securities of its choice at the Buyer's request.
- 5.8 The goods subject to reservation of title and the claims assigned as security in accordance with clause 5.5 may not be pledged to third parties or assigned as security before the secured claims have been fully paid. The Buyer undertakes to notify the Seller without delay of any compulsory enforcement measures (or measures corresponding thereto) by third parties in respect of the reserved goods and/or the assigned claims and to make available all related documents (in particular the compulsory enforcement record). In addition, the Buyer shall provide the Seller with a declaration in lieu of oath in which the Buyer declares that the goods subject to execution are the Seller's reserved goods. The costs of the Seller's measures to avert execution shall be borne by the Buyer, unless third parties are obliged thereto.
- 5.9 In the event of any breach of contract by the Buyer, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the reserved goods on the basis of the reservation of title. If the

Buyer does not pay the purchase price due, the Seller may only assert these rights if it has previously set a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

6 Warranty

- 6.1 The warranty period is one year after delivery or, if acceptance is required, after acceptance.
- 6.2 The goods must be inspected immediately after delivery to the Buyer. The goods shall be deemed to have been approved by the Buyer with regard to obvious defects or other defects which would have been recognisable during an inspection if the Seller does not receive a written notification of defects immediately or, at the latest, within 5 working days after delivery. With regard to other defects which are not recognisable during the inspection, the goods shall be deemed to have been approved by the Buyer if the Seller does not receive written notification of the defect immediately or, at the latest, within 5 working days after the discovery of the defect. If the Buyer fails to carry out a proper inspection and/or to give notice of defects, the Seller's liability for the defect not being reported in time or not being reported properly shall be excluded in accordance with the relevant statutory provisions.
- 6.3 The Seller may remedy a defect in the goods at its discretion by subsequent delivery or repair (subsequent performance).
- 6.4 If the supplementary performance fails, is impossible, is refused in its entirety by the Seller or is unreasonable for the Buyer or if a reasonable deadline to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer shall be entitled to reduce the purchase price (reduction) or to demand the termination of the contract (withdrawal) at its discretion. In the case of an irrelevant defect, however, no right of withdrawal is granted.
- 6.5 Claims of the Buyer for damages or reimbursement of futile expenses shall also be granted in the event of defects in the goods only in accordance with clause 7 of the General Terms And Conditions Of Sale.

7 Liability

- 7.1 The Seller shall be liable for damages within the scope of fault-based liability in accordance with the relevant statutory provisions, unless liability is excluded or limited in accordance with the provisions of the present clause 7.
- 7.2 The Seller shall not be liable in the event of simple negligence on the part of its official bodies, legal representatives, employees or servants, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which is essential for the accurate performance of the contract and the compliance of which the Buyer regularly relies and may rely on.
- 7.3 Insofar as the Seller is liable in the event of simple negligence in accordance with clause 7.2 above, its liability shall be limited to compensation for the foreseeable, typically occurring damage. Unless otherwise agreed, the foreseeable, typically occurring damage shall be the total remuneration (net) agreed in the respective individual contract and the annual total remuneration (net), in the case of continuing obligations or purchase or delivery contracts with longer terms.
- 7.4 The exclusions and limitations of liability apply to the same extent in favour of the official bodies, legal representatives, employees and servants of the Seller.
- 7.5 The exclusions and limitations of liability in the present clause 7 shall not apply to the Seller's liability for intentional or fraudulent conduct, for guaranteed characteristics of the goods, for injury to life, limb or health or under the Product Liability Act.

8 Choice of law, place of jurisdiction

- 8.1 These General Terms and Conditions of Sale and all contracts between the Seller and the Buyer shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.
- 8.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Berlin. This also applies if the Buyer does not have a general place of jurisdiction in the Federal Republic of Germany or has moved its usual place of residence abroad after conclusion of the contract. However, the Seller is entitled to sue the Buyer at any other legal place of jurisdiction.