

General Terms and Conditions of Purchase and Order of GETI WILBA GmbH - Hansestrasse 2, 27432 Bremervörde, Germany

1. General Provisions

1.1 The following General Terms and Conditions of Purchase and Order (hereinafter referred to as the "GTC") shall apply to all business relationships between GETI WILBA GmbH (hereinafter referred to as "GW") and its vendors and suppliers (hereinafter referred to collectively as the "Contracting Party") according to which the Contracting Party provides goods or services and the Contracting Party is an entrepreneur (in the meaning of Section 14 of the *Bürgerliches Gesetzbuch* (the German Civil Code - *BGB*), a legal entity under public law or a special fund under public law.

1.2 These GTC shall apply exclusively, including to future transactions. Any differing, conflicting or supplementary general terms and conditions of purchase of the Contracting Party shall form an integral part of the contract only if and to the extent that GW expressly agrees to their application in writing. This written consent requirement shall also apply in the event of unconditional acceptance of the Contracting Party's delivery with knowledge of the Contracting Party's general terms and conditions of purchase.

1.3 Any rights to which GW is entitled in relation to the Contracting Party in accordance with statutory provisions beyond the GTC shall remain unaffected.

2. Conclusion of Contract

2.1 A contract with GW is concluded only if the order is placed by GW in writing. The Contracting Party shall be bound by its offer for a period of four (4) weeks from receipt of the offer by GW. GW's silence with regard to an offer of the Contracting Party shall not be deemed to constitute consent or acceptance.

2.2 If GW places an order without having received a preceding offer from the Contracting Party, the contract shall be concluded by written acceptance of the order by the Contracting Party. The Contracting Party must notify GW of the written acceptance within one (1) week of receipt of the order.

2.3 Even after the contract has been concluded, GW has the right to demand changes to the delivery and service arrangements, provided that this is reasonable for the Contracting Party. Both parties shall duly take into account the effects of such changes, in particular with regard to any additional or lower costs or delivery or service deadlines.

2.4 If the Contracting Party plans to change or discontinue the production of the contractual goods, it shall notify GW thereof in writing without undue delay if the last order of the goods was not placed more than six (6) months previously. The Contracting Party shall ensure that the contractual goods are still deliverable to GW for a period of at least six (6) months after notification.

3. Delivery/Performance Dates; Delay in Delivery

3.1 The dates and periods agreed for delivery/performance are binding. The goods must be received at the place of performance in accordance with clause 14 of these GTC] within the delivery/performance period. The Contracting Party is obligated to inform GW immediately in writing, stating the reasons, if it cannot meet the agreed delivery/performance dates. Acceptance of a new date shall not be deemed to be an extension of the contractually agreed delivery/performance date. The rights to withdraw from the contract and to claim damages, in particular damages for delayed performance, shall remain unaffected.

3.2 If the Contracting Party falls behind in performance, GW shall be entitled to claim a contractual penalty in the amount of 0.25% of the net price per working day, however not exceeding a total of 5% of the net price of the delivery/service. GW shall also be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the Contracting Party according to statutory provisions; assertion of further damages shall remain unaffected. The contractual penalty shall be credited against the claim for damages. If GW accepts the delayed performance, the contractual penalty shall be claimed no later than with the final payment.

3.3 If, in case of a successive delivery contract or other partial delivery contract, the Contracting Party does not provide a delivery/performance or does not provide it on time, GW shall be entitled to withdraw from the entire contract after the unsuccessful expiration of a reasonable grace period, and to claim damages instead of performance.

3.4 Delivery/performance of partial quantities, excess quantities, or reduced quantities shall not be permitted unless GW has expressly agreed in writing.

3.5 The Contracting Party is not entitled to have the performance owed by it rendered by third parties without the prior written consent of GW. Suppliers of the Contracting Party are deemed to be its vicarious agents.

3.6 The Contracting Party bears the procurement risk of its suppliers.

4. Prices and Terms of Payment

4.1 The price quoted in the order shall be binding and shall include all services and ancillary services, and all incidental costs of the Contracting Party. Prices are always stated as net prices in euros.

4.2 The price agreed upon is due for payment within thirty (30) calendar days of complete delivery and performance and receipt of a proper invoice. Payment shall be deemed to have been made in due time if GW instructs its bank to make payment on the last day of said period.

4.3 The invoice must always indicate GW's order number and the order date. In case of submission of an improper invoice or in case of non-performance or poor performance, GW shall be entitled to withhold payment without loss of discounts until proper performance/invoice submission has occurred.

4.4 Statutory regulations apply to the occurrence of default in payment. GW does not owe any overdue payment interest. The default interest is five percentage points above the base interest rate per annum.

5. Packaging and Shipment

5.1 Shipment shall be made at the expense and risk of the Contracting Party to the destination stated in the order. If no destination is specified, delivery/performance shall be made at GW's place of business, Hansestrasse 2, 27432 Bremervörde, Germany.

5.2 Every delivery shall be accompanied by a delivery bill stating the date, contents of the delivery, GW's order number, the order date, and the type of packaging, package number and weight, as well as a dispatch notice with the same contents. If the delivery bill or the dispatch notice is missing or incomplete, GW shall not be responsible for any delays in processing or payment resulting therefrom.

5.3 Unless the parties agree otherwise, the Contracting Party shall:

- a. properly package, label and ship the goods in the most cost-efficient manner possible, observing customary commercial care, according to applicable safety standards and applicable statutory provisions (e.g., minimum wage). Bulk goods must be packaged in such a way that the sales designation, best-before date, net unit weight, list of ingredients, nutritional value table, identity mark, GS1 code and the agreed sender information can be read on the outside of the packaging unit (carton) and on each piece. Pre-packaged goods shall be labeled according to the applicable labeling regulations for pre-packaged goods intended for delivery to the final consumer. The same information shall be displayed on the outside of each shipping unit (carton). In case of product fittings in the name of the manufacturer, the label must contain the sender's address of the manufacturer and, in case of products of animal origin, the authorization number of the producer's establishment.

- b. ensure that packaging, outer packaging, auxiliary packaging materials and goods carriers do not contain any hazardous substances and can be recycled. In particular, they must not contain any carcinogenic, mutagenic or reprotoxic substances ("CMR Substances") or substances with an endocrine effect. Any goods delivered in sterile condition shall be packaged in such a way that their sterility is preserved in the conditions of transport and storage specified by the Contracting Party until the packaging is opened by GW.
 - c. ensure that the packaging has not been labeled in violation of the provisions of the German Packaging Act (*Verpackungsgesetz*).
 - d. participate in a system as stipulated by the provisions of the German Packaging Act, provided that the Contracting Party is a manufacturer of packaging subject to system participation within the meaning of the German Packaging Act.
 - e. register the packaging materials used in the packaging register of the Central Packaging Register Foundation (*Stiftung Zentrale Verpackungsregister Stelle - ZSVR*) in accordance with the provisions of the German Packaging Act and pay the applicable fees or ensure that the manufacturer of such packaging has registered in accordance with the provisions of the German Packaging Act.
 - f. take back packaging in accordance with the provisions of the German Packaging Act at the Contracting Party's own expense, and reuse or recycle it. The Contracting Party must document this in accordance with the provisions of the Packaging Act.
 - g. comply with the relevant export control regulations and specify the respective export list item number(s) on every order confirmation, delivery bill, and invoice in accordance with the export control regulations as amended from time to time.
 - h. furthermore ensure that it observes all relevant provisions of the German Packaging Act, shipping and declaration regulations, and any export and import modalities.
- 5.5 The Contracting Party is obligated to provide a delivery bill in duplicate with each delivery and to report shipment of the goods to GW on the day of shipment.
- 5.6 Uninterrupted trackability in the supply chain must be ensured. In particular, the batch number of the Contracting Party's goods must be shown on the delivery documents.
- 5.7 Unless otherwise agreed, it is the Contracting Party's responsibility to obtain the documents and information necessary for transport and customs clearance, to provide them to GW in due time and to arrange for customs clearance.
- 5.8 The risk of accidental loss and accidental deterioration of the goods shall not pass to GW until the goods are handed over at the place of performance or until the goods are accepted by GW.

6. Representations and Warranties

- 6.1 The Contracting Party shall deliver the goods free of material defects and defects of title. In particular, the Contracting Party represents and warrants that the product/service possesses the agreed quality and corresponds to the product description in the order and to the samples and specifications provided.
- 6.2 The Contracting Party further represents and warrants that the goods/services are free from defects in every respect, in particular with regard to composition and labeling, and that they are marketable in Germany without any restrictions.
- 6.3 When delivering packaging, the Contracting Party shall also ensure that the packaging is suitable for contact with food and that such contact does not have any negative effects on the food.
- 6.4 In addition, GW shall be entitled to statutory warranty rights.
- 6.5 GW shall be entitled, at its option, to demand removal of the defect or delivery of a defect-free product/performance of a defect-free service.
- 6.6 If a fixed-price purchase has been agreed, setting a deadline for supplementary performance is not required.
- 6.7 In case of defects for which the Contracting Party is responsible, the Contracting Party shall be liable for all expenses incurred in connection with determining and remedying defects, even if incurred by GW, including but not limited to inspection costs, storage costs, labor costs, and costs for contracting with a testing laboratory. GW's liability for unjustified demands to remedy defects is limited to such cases in which GW recognized or was grossly negligent in not recognizing that a defect existed.
- 6.8 Any notice of defect received by the Contracting Party within a period of ten (10) calendar days from receipt of goods or, in case of hidden defects, from their discovery, shall always be deemed to have been given without undue delay within the meaning of Section 377 of the *Handelsgesetzbuch* (the German Commercial Code - *HGB*).

7. Limitation Period

- 7.1 The limitation period for warranty claims due to material defects and defects of title shall be thirty-six (36) months from the passing of risk. If acceptance has been agreed, the limitation period shall begin with the date of acceptance.
- 7.2 If the Contracting Party provides a replacement or remedies a defect as part of supplementary performance, the limitation period for the replacements or remedied goods shall recommence as of the date of the replacement or remedy.

8. Safety Regulations

- 8.1 The Contracting Party undertakes to comply with the relevant national and European legal requirements (including, but not limited to, the laws governing foodstuffs and consumer goods) as well as the regulations and guidelines of public authorities, professional associations and trade associations.
- 8.2 The Contracting Party undertakes to comply with the minimum social standards set forth in the ETI Base Code as amended from time to time (which can be viewed and accessed at <http://www.ethicaltrade.org/resources/eti-base-code>). The Contracting Party agrees to keep up to date with the conditions in the latest version without being requested to do so.
- 8.3 The Contracting Party warrants that certified goods comply with the legal requirements regarding composition and labeling ("Bio-Siegel" or "halal" labeling, for example) and shall provide the necessary documents free of charge. This also applies to required certificates of origin and health marks. The Contracting Party further warrants that all goods are free of genetically modified organisms.
- 8.4 The Contracting Party shall indemnify GW against all claims of third parties asserted against GW due to violation of clauses 8.1, 8.2 and 8.3 upon first demand and shall reimburse GW for all necessary expenses (including attorney's fees and court costs) incurred in relation thereto.

9. Liability

- 9.1 The Contracting Party shall indemnify GW from and against all claims asserted by third parties for personal injury or property damage caused by a defective product supplied by it. The Contracting Party shall reimburse GW for any and all costs and expenses arising from or in connection with any third-party claims including recall measures carried out by GW. To the extent possible and reasonable, GW will inform the Contracting Party in advance about the content and scope of the recall measures to be carried out and give the Contracting Party the opportunity to comment. Additional legal claims remain unaffected.
- 9.2 The Contracting Party shall take out business liability insurance, also covering product liability damages including recall risk, with sufficient coverage for personal injury, property damage and financial loss (usually at least € 5 million per personal injury or per property damage, and per financial loss) at its own expense, and shall maintain such coverage until the limitation periods for all claims which may arise from the delivery/performance relationship have ended.

10. Force Majeure

In the event of force majeure or other events unforeseeable and unavoidable at the time of entering into the contract, including but not limited to work stoppages and interruptions, strikes and lockouts, riots, acts of war or terrorism, and natural disasters, GW shall not be in default for as long as such events have an effect and shall not be liable for any damage resulting therefrom, unless GW is responsible for such damage.

11. Retention of Title; Assignment; Set-Off

11.1 The transfer of title of the goods to GW is unconditional and irrespective of the payment of the price. Should GW, in an individual case, accept an offer of the Contracting Party for transfer of title conditional on payment of the purchase price, the Contracting Party's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In such an instance, GW remains entitled to resell the goods in the ordinary course of business even before the purchase price has been paid, and to collect the respective claim in its own name with advance assignment of any claims arising therefrom. All other forms of retention of title, including in particular the retention of title extended to include further processing of the goods, are thus excluded.

11.2 Any assignments are excluded without the prior written consent of GW. Section 354a of the *Handelsgesetzbuch* (the German Commercial Code – "HGB") remains unaffected.

11.3 The Contracting Party is entitled to rights of set-off and retention only on the basis of counterclaims which have been finally determined by a court of law or which are undisputed.

12. Confidentiality

The Contracting Party is obligated to keep any and all confidential information resulting from the cooperation confidential and to use it exclusively for fulfilling the contract. This includes but is not limited to inquiries and offers, technical data, purchase quantities, prices, information about products and product development, about research and development projects, all company data and all work materials provided by GW. The obligation to maintain confidentiality shall survive the termination of the contract for a period of five (5) years.

13. Written Form Requirement

13.1 Any changes and amendments to the contract must be made in writing in order to be effective. This written form requirement may be waived only in writing.

13.2 As far as the written form is provided for in these GTC, transmission by e-mail or telefax shall meet this requirement.

14. Place of Performance; Applicable Law; Venue

14.1 The place of performance for any delivery or service is the destination specified by GW. The place of payment for GW's payment obligations is GW's registered office.

14.2 These GTC shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.3 The exclusive venue is Bremervörde, Germany.

15. Severability

Should any provision of these Terms or the respective contracts be or become invalid or void, this shall not affect the validity of the remaining provisions.

As of: February 2024