

Conditions of Sale and Delivery

1. Scope and Conclusion of Agreement

a) The following Conditions of Sale and Delivery apply to all orders placed by us as well as to all follow-up transactions, even if this has not been noted once more at the time of their conclusion. We hereby declare that the General Terms and Conditions of the Buyer do not apply. These do not apply either if we supply goods in awareness of the General Terms and Conditions of the Buyer without reservation.

b) These Conditions of Sale and Delivery apply only to companies as defined in § 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

c) All agreements made when the Agreement is concluded shall be recorded fully in writing. Our employees are not authorized to enter into oral agreements that deviate from the written contractual agreement or go beyond it.

2. Delivery Time/Reservation Regarding Self-supply

a) Delivery shall take place subject to timely and correct self-delivery by our suppliers.

b) If we are prevented from providing our services in a timely manner by strikes, lawful lockouts, official orders, natural disasters or other force majeure events, we are released from our obligation to fulfill the assumed contractual obligations for as long as the event continues. In this case, we are authorized to postpone the delivery deadline for the duration of the event including an appropriate lead time. We undertake to inform the Buyer immediately about the occurrence and expected duration of such an event. If such a delay exceeds three months, each of the parties is entitled to rescind the Agreement. Any consideration already rendered shall be refunded without delay in this case.

b. If we are in delivery default due to simple negligence, our liability due to delay damages (damages in addition to performance) is limited to 5% of the purchase price of the goods delivered late. This does not apply in the case of culpable injury to body, life and health. Our liability is further regulated under Clause 6.

3. Excess or Under-delivery

a) If the Buyer raises objections to the tare or net weight indicated by us in the invoice, it shall notify us of same in written form, as long as the batch is still completely available.

b) For carriage-paid deliveries and truck loading, the Buyer shall have the driver certify any shortfall of the net weight legibly on a form of the transport company. For carriage-paid deliveries and train loading, a shortfall must be certified accordingly by the railway authorities.

c) For collection of the goods by the Buyer, the Buyer shall have certified in writing any shortfalls of the net weight when picking up the goods from us or our supplier or the delivering cold storage facility.

d) The Agreement has been duly fulfilled by us even if we deliver an excess or shortfall in weight of up to 10%. In this case, if there is a shortfall the Buyer is not entitled to demand the subsequent delivery of the residual amount nor does it have a right of return for any excess goods delivered. The calculation of the purchase price shall be done on the basis of the actual quantity of goods delivered.

4. Warranty and Liability for Defects

a) The exercise of warranty claims requires that the Buyer has duly fulfilled obligations of examination and giving notice of defects pursuant to § 377 of the German Commercial Code [Handelsgesetzbuch - HGB]. Any defects detected in the goods shall only trigger warranty claims if they were notified to us promptly by letter or fax by the Buyer after the arrival of the goods at their destination. This also applies for incorrect quantities. The Buyer shall complain to us of any concealed defects promptly after they are discovered in the aforementioned form. The Buyer shall ensure that we can subsequently verify the complaint without problems.

b) If the goods delivered by us are not of the agreed quality or if they are not suitable for the use intended in the Agreement, we shall provide a subsequent delivery of defect-free goods. If we have allowed a reasonable grace period for subsequent delivery set by the Buyer to expire, if we have refused to provide the subsequent delivery, or if it has failed, is impossible or unreasonable, the Buyer has the right to rescind the Agreement or reduce the purchase price. Any claims for damages shall only exist according to the specifications laid out under Clause 6.

c) The warranty period is one year following delivery of the goods. In deviation from this, the statutory warranty period of two years applies to damage claims relating to culpable injury of body, life, or health, or due to intent or gross negligence. The statutory limitation period in the case of supplier regress pursuant to § 445b of the German Civil Code [Bürgerliches Gesetzbuch - BGB] remains unaffected.

5. Food Inspection and Statutory Labeling

a) Samples/tests taken ex officio or by state veterinarians shall not be replaced or compensated for by us.

b) The batches shall be tested precisely before delivery. If it is nevertheless ascertained during an inspection of individual packages by the Buyer that a

label that is required by statutory regulations is missing, the Buyer shall inform us of this without delay, before the goods go into further circulation, in order to give us the opportunity to subsequently supply corresponding labels to be applied before final delivery.

6. Liability

- a) In the case of intentional infringement of an obligation we are liable according to the statutory provisions.
- b) In the case of infringements of an obligation due to gross negligence, our liability is limited to contractually typical, foreseeable damages.
- c) For simple negligence, we are only liable if an essential contractual obligation was breached. In this case, our liability is also limited to contractually typical, foreseeable damages.
- d) Our liability for infringement of non-essential contractual obligations as a result of simple negligence is excluded.
- e) Our liability for injury to life, body or health as well as our liability pursuant to the Product Liability Act [Produkthaftungsgesetz - ProdHaftG] remains unaffected by the aforementioned liability restrictions.
- f) The aforementioned regulations apply accordingly if the Buyer claims a refund of futile expenses in lieu of a claim for damages in lieu of performance.

7. Prices and Payment

- a) The price invoiced by us is to be paid strictly net within 30 days of receipt of invoice.
- b) All payments must be paid in the agreed currency.
- c) If we sell goods ex cold storage without storage fees up to a specific date, the purchase price for the goods shall be paid on the last day free of storage fees at the latest. This day also constitutes the date of transfer of risk, if the Buyer stores the goods at its own cost for longer or, if applicable, it makes arrangements for the further storage of the goods after the last storage day paid for by us in another storage facility.
- d) If it is agreed that payment shall be made on first presenting the documents, the Buyer is obligated to honor proper documents even if they arrive late. Such circumstances shall not be justification for refusal to accept the goods. Delays in accepting documents or non-acceptance of the documents must be notified to us directly with the reason provided via letter, fax or email.
- e) If it becomes apparent following the conclusion of the Agreement that our claim to payment is at risk due to failure of performance on the part of the Buyer, or if the Buyer delays a payment arising from this transaction or another transaction, we are authorized at our discretion to make further deliveries dependent upon advance payment

or provision of collateral and, if the Buyer does not comply with our request within an appropriate period, to rescind the affected agreements. This does not affect any further legal claims.

f) If taxes, customs fees or duties are changed or new ones are introduced with respect to the goods to be delivered after the conclusion of the Agreement, and if the costs we incur by fulfilling the Agreement increase as a result, we are authorized to adjust the prices accordingly. In this case, we shall promptly inform the Buyer of the adjustment in text form.

g) We are authorized to assign payment claims against the Buyer to third parties, particularly in the context of factoring.

8. Current Account Agreement

If there is an ongoing business relationship between us and the Buyer, in the context of which regular reciprocal deliveries are provided, the reciprocal payment claims arising from the purchase agreements concluded or to be concluded in future within the context of the current business relationship, shall – unless there is a deviating agreement – be charged to a current account within the meaning of § 355 of the German Commercial Code [Handelsgesetzbuch - HGB], and this account shall be balanced at regular intervals of six weeks by offsetting and determination of the excess amount owed to one or other of the parties.

The party who is owed the excess amount following the statement of account can demand interest in the amount of 5% of the excess amount from the date of the statement of account, even if interest is included in the invoice. The current account can also be canceled during an invoicing period subject to a cancellation notice period of one month in writing, with the effect that the party who is owed the excess amount according to the invoice can demand its payment. The right of each party to extraordinary termination shall remain unaffected by this.

9. Retention of Title

- a) All goods delivered by us shall remain our property until the fulfillment of all claims – including future claims – arising from the business relationship with the Buyer. This also applies if individual claims, or all of our claims, are recorded in a current invoice and the balance is determined and acknowledged.
- b) The Buyer may sell on the reserved goods only as part of the ordinary course of business. It may not pledge (fully) paid for goods and also may not transfer them as collateral.

c) The Buyer hereby assigns in advance all claims including all ancillary rights acquired by it against third parties as a result of selling the reserved goods to us and we accept the assignment. The Buyer can only collect the claims assigned to us until we object to the collection.

d) If the delivered goods are processed, the processing is done on our behalf. An acquirement of ownership of the Buyer pursuant to § 950 BGB is excluded. In the case of the processing, mixing or amalgamation of our goods with other goods not belonging to us, we acquire joint ownership of the goods that were processed, mixed or amalgamated, with us owning a proportion of the goods corresponding to the quantity of the goods belonging to us before they were processed, mixed or amalgamated with the other goods, relative to the quantity of the other goods. These then constitute reserved goods within the meaning of these provisions.

e) If our goods are resold together with other goods not belonging to us for a total price, the Buyer shall assign its claim arising from the further sale to us in the amount corresponding to the value of the reserved goods. If reserved goods of which we own a portion are resold, the Buyer shall assign its claim arising from the further sale to us in the amount corresponding to the proportion of the jointly owned goods that we own.

f) If, pursuant to the law of the area where the goods are, the retention of title or assignment is not valid, the security corresponding to the retention of title or the assignment in this area is considered agreed. If the participation of the Buyer is required for the effectiveness of such rights, it is obligated to take all reasonable measures necessary (such as registration or publication requirements) for the substantiation and maintenance of such rights at its own expense.

g) We undertake to release the securities we have upon the Buyer's request to the extent that the realizable value of the securities exceeds the claims to be secured by more than 10%; we may choose the securities to be released at our own discretion.

h) If we agree with a buyer on advance payment or payment on delivery instead of a term of payment, the above provisions shall not apply. In this case, in deviation from the provision under clause 9 a), ownership shall pass to the buyer upon receipt of payment of the purchase price for the goods and transfer of the goods to the buyer or a third party designated by the buyer.

10. Court of Jurisdiction and Arbitration Agreement; Applicable Law

a) If the Buyer is a merchant, a legal entity under public law or a special entity under public law, the place of fulfillment and the court of jurisdiction for the Agreement shall be Bad Homburg. This jurisdiction agreement applies for the Buyer exclusively. We are alternatively authorized

to file a suit against the Buyer at its general place of jurisdiction.

b) If the Buyer is not domiciled in an EU state or in Switzerland, the Parties make the following agreement in place of the jurisdiction agreement under a):

(1) All disputes that arise from or in the context of this Agreement or regarding its validity shall ultimately be decided according to the Rules of Arbitration of the DIS German Institution of Arbitration [Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V.] with the exclusion of recourse to the courts. For a value in dispute of a maximum of EUR 50,000.00, the arbitration court shall be composed of a single arbitration judge, and otherwise of three arbitration judges. The place of arbitration is Frankfurt am Main. The language of the case is English.

c) German law applies exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Partial Invalidity

Should individual provisions of these Purchasing Conditions be ineffective, the effectiveness of the remaining provisions remains unaffected.

As at: 03 June 2019