

General Terms and Conditions of Purchase of Sump & Stammer GmbH International Food Supply

§ 1 Contractual Partner, Scope, General Information

1. All deliveries, services and offers from our suppliers (hereinafter referred to as "Supplier") are made exclusively on the basis of these General Terms and Conditions of Purchase (GTC-P). These are part of all contracts that we - Sump & Stammer GmbH International Food Supply, represented by the managing directors Alexander Sauter and Wolfgang Sump, Beim Schröderschen Hof 3, 21109 Hamburg - (hereinafter "S&S") conclude with our suppliers for the deliveries or services offered by the Supplier. They also apply to all future deliveries, services or offers to S&S, even if they are not agreed again separately.
2. Any terms and conditions of the Supplier or third parties do not apply, even if S&S does not separately object to their validity in individual cases. Even if S&S refers to a letter that contains or refers to the terms and conditions of the Supplier or a third party, this does not constitute consent to the validity of those terms and conditions.
3. Individual agreements made with the Supplier on a case-by-case basis (including side agreements, additions and changes) require at least a contract in text form or a confirmation in text form from S&S to be effective.

§ 2 Orders, Contracts, Contract Conclusion

1. Unless the offers from S&S expressly contain a binding period, S&S shall be bound by this for 5 days after the date of the offer. The receipt of the declaration of acceptance by S&S is decisive for the timely acceptance. The Supplier must inform S&S of obvious errors (e.g. typographical and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.
2. The Supplier is required to confirm the order from S&S within 48 hours at least in text form or, in particular, to execute it without reservation by sending the goods within 5 days of the order (acceptance). Late acceptance is considered a new offer and requires acceptance by S&S.
3. S&S is entitled to withdraw from the contract at any time by means of a written declaration stating the reason, if S&S no longer or can only be used with considerable expenditure or the financial circumstances of the Supplier deteriorate to such an extent after the conclusion of the contract that a delivery in accordance with the contract cannot be expected.

§ 3. Prices, Terms of Payment, Invoice Details

1. The price shown in the order is binding.
2. In the absence of any deviating written agreement, the price includes delivery, transport, packaging and customs clearance (cf. in this respect § 4 Paragraph 2) to the shipping address specified in the contract.
3. If, according to the agreement made, the price does not include the packaging and the compensation for the packaging - that is not only provided on loan - is not expressly

determined, this is to be calculated at the demonstrated cost price. At our request, the Supplier must take back the packaging at the Supplier's own expense.

4. Unless otherwise agreed upon, S&S shall pay the purchase price within 60 days of delivery of the goods and receipt of the invoice.

5. The order number assigned by S&S, the article number, the delivery quantity and the delivery address must be stated in all order confirmations, delivery documents and invoices. If one or more of these details are missing and processing is delayed in the normal course of business by S&S, the payment deadlines specified in Paragraph 4 are extended by the period of delay.

6. S&S is entitled to set-off rights and rights of retention, as well as to assert the defence that a contract has remained unfulfilled, to the extent permitted by law. In particular, S&S is entitled to withhold payments due as long as S&S is still entitled to claims against the Supplier for incomplete or defective services.

7. The Supplier has a right of set-off or retention only for counterclaims that have been legally established or are undisputed.

8. S&S does not owe any interest on arrears. The statutory provisions apply to default in payment.

§ 4 Service, Delivery Time, Delivery, Transfer of Risk

1. The delivery time specified by S&S in the order or otherwise relevant according to these General Terms and Conditions of Purchase (delivery date or deadline) is binding. Early deliveries are only permitted with the consent of S&S (at least in text form). The Supplier bears the procurement risk for the Supplier's services, unless otherwise agreed in individual cases (e.g. limitation to goods in stock).

2. Delivery takes place on the basis of "Delivered At Place Unloaded" (DPU - Incoterms 2020), unless the parties have agreed otherwise in the purchase contract, at least in text form.

3. The Supplier is obliged to inform S&S immediately in writing if circumstances arise or become apparent, according to which the delivery time cannot be met.

4. If the latest day on which delivery is to be made can be determined on the basis of the contract, the Supplier shall be in default at the end of this day, without S&S having to issue a reminder.

5. In the event of a delay in delivery, S&S is entitled to the statutory claims without restriction, whereby S&S only exercises a right of withdrawal or claims for damages in lieu of performance after a reasonable grace period has elapsed without result.

6. If the Supplier is in default, S&S may - in addition to further legal claims - demand lump-sum compensation for the damage caused by delay in the amount of 1% of the net price per complete calendar week, but not more than 5% of the net price of the delayed goods. S&S reserves the right to prove that a higher amount of damage has occurred. The Supplier reserves the right to prove that no damage at all or only a significantly lower amount of damage has occurred.

7. The Supplier is not entitled to make partial deliveries without the prior written consent of S&S.

8. Even if something different has been agreed with regard to the shipment, the risk is only transferred to S&S when the goods are handed over to S&S at the agreed destination.

§ 5 Protection of Property

1. S&S reserves the right of ownership or copyright to orders placed by S&S as well as to drawings, images, calculations, descriptions and other documents made available to the Supplier. The Supplier may neither make them available to third parties nor use or reproduce them or through third parties without the express consent of S&S. At the request of S&S, the Supplier must return these documents in full to S&S if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Supplier must be destroyed; the only exceptions to this are storage within the framework of statutory retention requirements and the storage of data for security purposes within the framework of the usual data backup.

2. Reservations of title by the Supplier only apply if they relate to S&S's payment obligation for the respective products to which the Supplier retains title. In particular, expanded or extended reservations of title are not permitted.

§ 6 Warranty Claims

1. In the event of defects, S&S has unlimited legal claims. This notwithstanding, however, the warranty period is 30 months.

2. Quality and quantity deviations are in any case reported in good time if S&S notifies the Supplier of them within 10 working days of receipt of the goods by S&S. Hidden material defects are considered to have been reported in good time if the notification is made to the Supplier within 15 working days of their discovery.

3. S&S does not waive warranty claims by accepting or approving submitted samples.

4. When the Supplier receives the written notification of defects from S&S, the limitation period for warranty claims is suspended until the Supplier rejects S&S's claims or declares the defect to have been remedied or otherwise refuses to continue negotiations on S&S's claims. In the event of a replacement delivery and the removal of defects, the warranty period for replaced and reworked parts begins again, unless S&S had to assume, based on the Supplier's behaviour, that the Supplier was not obliged to take the action, but only made the replacement delivery or the removal of defects for reasons of goodwill or similar reasons.

§ 7 Product Liability

1. The Supplier is responsible for all claims asserted by third parties for personal injury or property damage that can be traced back to a defective product delivered by the Supplier, and is obliged to indemnify S&S from any liability resulting therefrom. Should S&S be obliged to carry out a recall campaign against third parties due to a defect in a product delivered by the Supplier, the Supplier bears all costs associated with the recall campaign.

2. The Supplier must conclude and maintain product liability insurance with lump-sum coverage of at least EUR 10,000,000.00 per case of personal injury / property damage at the Supplier's own expense. Upon request, the Supplier shall send a copy of the liability policy to S&S at any time.

§ 8 Intellectual Property Rights

1. In accordance with the following Paragraph 2, the Supplier guarantees that no third-party intellectual property rights in countries of the European Union or other countries in which the Supplier manufactures or has the products manufactured are infringed upon by the products that the Supplier supplies.
2. The Supplier is obliged to indemnify S&S from all claims made by third parties against S&S due to the infringement of industrial property rights mentioned in Paragraph 1, and to reimburse S&S for all necessary expenses in connection with this claim.
3. The further legal claims of S&S due to legal defects of the products delivered to S&S remain unaffected.

§ 9 Confidentiality

1. The Supplier is obliged to keep the conditions of the order as well as all information and documents made available to the Supplier for this purpose (with the exception of publicly available information) confidential for a period of 2 years after the conclusion of the contract and only to use them for the execution of the order. The Supplier shall return them to S&S immediately upon request after inquiries have been dealt with or after orders have been processed.
2. Without the prior written consent of S&S, the Supplier may neither verbally nor in writing use S&S as a reference or referral source or refer to the business relationship with S&S in advertising material, brochures, etc. and may not display delivery items manufactured for S&S.
3. If, in exceptional cases, S&S has given S&S's written consent in accordance with § 10 Paragraph 1, the Supplier shall oblige the Supplier's sub-suppliers to comply with this § 9.

§ 10 Subcontractors, Assignment

1. Without the written consent of S&S, the Supplier is not entitled to have the services owed by the Supplier performed by third parties (e.g. subcontractors).
2. The Supplier is not entitled to assign the Supplier's claims from the contractual relationship to third parties. This does not apply if it is a question of monetary claims.

§ 11 Legal Compliance

1. The Supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as customs, antitrust, labour and environmental protection regulations.
2. The Supplier shall ensure that the products he delivers meet all relevant requirements for placing on the market in the European Union and the European Economic Area. It must prove conformity to S&S upon request by submitting suitable documents.
3. The Supplier shall make reasonable efforts to ensure compliance with the Supplier's obligations contained in this § 11 by the Supplier's sub-suppliers.

§ 12 Place of Performance, Place of Jurisdiction, Applicable Law

1. The place of fulfilment for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Hamburg, Germany.
2. The contracts concluded between S&S and the Supplier are subject to the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Sales Convention).