

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### § 1 Scope of application, formal requirements

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers ("Seller"). The GTCP shall only apply if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCP apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) These GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's General Terms and Conditions.

(4) Individual agreements made with the Seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

(5) Legally relevant declarations and notifications by the Seller in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### § 2 Conclusion of contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose

of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Seller is obliged to confirm our order in writing within a period of two weeks or, in particular, to execute it without reservation by dispatching the goods (acceptance). Delayed acceptance shall be deemed a new offer and requires our acceptance.

### § 3 Delivery time and delay in delivery

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be a maximum of 2 weeks from conclusion of the contract. The seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.

(2) If the Seller does not perform its service or does not perform it within the agreed delivery time or if it is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 remain unaffected.

(3) If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 0.5% of the net price per completed calendar week, but not more than a total of 3% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

### § 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without our prior written consent, the Seller shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery within Germany shall be "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in Mannheim. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to be performed at the creditor's domicile).

(3) The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery bill.

(4) The goods must be labeled with our address, gross and net weight, production date, freezing date if applicable, best-before date and veterinary inspection number. The supplier undertakes not to interrupt the cold chain at any time.

(5) Product-specific requirements (halal) must be clearly labeled upon delivery.

(6) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(7) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB).

(8) Partial deliveries require our express consent.

#### § 5 Prices and terms of payment

(1) The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

The Seller shall take back packaging material at our request.

(3) Fresh meat prices are valid for 7 days.

(4) Price changes (except for fresh meat) must be notified in writing four weeks in advance and require our confirmation in text form.

(5) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(6) We do not owe any interest on arrears. The default interest shall be 5 percentage points above the base interest rate per annum. The statutory provisions shall apply to the occurrence of our default, whereby a written reminder by the Seller shall be required in any case.

(7) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Seller arising from incomplete or defective services,

(8) The Seller shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

#### § 6 Property rights

(1) Ownership of the delivered goods shall pass to us upon payment. Any prolonged or extended retention of title is excluded.

(2) Any processing, mixing or combining (further processing) of provided items by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(3) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of ownership from the Seller conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized in the ordinary course of business even before the claim (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

#### § 7 Defective delivery

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery) and in the event of other breaches of duty by the Seller, unless otherwise specified below.

(2) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.

(3) Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

(4) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents as well as during our quality control in the random sampling procedure (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is received by the Seller within 8 working days.

(5) The costs incurred by the Seller for the purpose of inspection and rectification shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

(6) If the Seller fails to fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand compensation from the Seller for the necessary expenses or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances immediately, if possible in advance.

(7) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

## § 8 Supplier recourse

(1) We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 478, 479 BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the seller that we owe our

customer in the individual case. Our statutory right to choose (§ 439 para. 1 BGB) is not restricted by this.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 para. 3, 439 para. 2 BGB), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. 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 Seller shall be responsible for providing evidence to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the goods have been further processed by us or one of our customers, e.g. by incorporation into another product, prior to their sale to a consumer.

#### § 9 Manufacturer's liability

(1) If the Seller is responsible for product damage, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

(2) Within the scope of his obligation to indemnify, the Seller shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including product recalls carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

#### § 10 Statute of limitations

(1) The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem for restitution by third parties (§ 438 para. 1 no. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.

(3) The limitation periods of the law on sales, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory

limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

#### § 11 Confidentiality

The supplier is obliged to treat as confidential all details which are not in the public domain and which become known through the business relationship with us and not to pass them on to third parties.

#### § 11 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and all legal relationships between us and the Seller, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The conditions and effects of the retention of title are subject to the law at the respective location of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective.

(2) If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Mannheim. However, we are entitled to bring an action at the place of performance of the delivery obligation.