

General Terms and Conditions OPW Ingredients GmbH

Valid from 01.02.2022

§ 1

Our deliveries, services and offers are made exclusively on the basis of these terms and conditions. Insofar as these terms and conditions are only acknowledged with our order confirmation, these terms and conditions shall become part of the contract with an entrepreneur as contractual partner with the unconditional acceptance of the goods. These terms and conditions shall also apply to all future business relationships, even if they are not expressly agreed again. Any other terms and conditions of our business partner or other deviations from these terms and conditions shall only be effective if they are confirmed by us in writing.

§ 2

All offers submitted by us are subject to the applicable statutory VAT and are non-binding unless expressly agreed otherwise in writing. All verbal or telephone declarations of intent to conclude a contract must be confirmed by us in writing or by telex in order to be valid. We accept no liability for hearing errors that occur in telephone business transactions with us.

§ 3

Subject to express written confirmation, delivery periods or delivery dates agreed or promised by us do not constitute fixed transactions. We shall only be in default if the reasonable grace period set by the business partner (at least five working days) has expired without success. In cases in which delivery or performance is significantly impeded or impossible for us, we shall be entitled, at our discretion, either to extend the delivery or performance period by the duration of the impediment plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the part of the delivery or performance not yet fulfilled. This applies in particular in the event of hindrances in the procurement of raw materials, operational disruptions of any kind, destruction of raw materials or finished goods due to fire or other events, difficulties with water supply, abnormal increases in the cost of auxiliary materials, energy shortages, strikes, lockouts, traffic disruptions, official orders or decrees of any kind, labour shortages, war and siege conditions, riots, storms, ice drift, total or partial crop failure, abnormal drought or persistent rainfall, diseases in the crops, pest infestations, cultivation restrictions and similar events. The conclusion of the contract is subject to correct and timely delivery by our suppliers, provided that we are not responsible for the suppliers' failures. The customer shall be informed immediately of the non-availability of the service and the consideration shall be refunded immediately. Irrespective of the above conditions, we are authorised in all cases to make partial deliveries. All our articles are manufactured in accordance with the applicable food laws and regulations and are labelled accordingly

on the containers. After delivery of the goods, the buyer is responsible for the declaration, storage and condition of the goods. All pallets and packaging are returnable containers and must either be exchanged or returned. We will only take back pallets of the same type, dimensions and quality as delivered, whereby the quality assessment lies with us. Insofar as the pallets are not regularly exchanged and our customer is in arrears with the exchange of the pallets, we shall be entitled, after the expiry of a grace period of 14 days, to invoice the pallets not yet returned at the new purchase price, irrespective of whether they were new or used pallets.

§ 4

If the buyer is an entrepreneur, only the manufacturer's product description shall be deemed agreed as the quality of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual quality specification. Upon each delivery by us or our authorised representatives, the customer must inspect the goods immediately in the presence of the driver for defects or deficiencies and inform us immediately by telephone, fax or email of the reason for the complaint with an appropriate description. The buyer must store the rejected products at the correct temperature. Subsequent complaints about obvious defects will not be considered. Irrespective of this, however, the Buyer shall always be obliged to inform the Seller immediately if it recognises facts that restrict or exclude the marketability of the goods under food law. This also applies if the goods delivered by us have already been placed on the market by the buyer. In any case of complaint, we have the right to have the goods inspected by an expert. If the complaint is justified, the expert costs shall be borne by us, otherwise by the customer. In the event of a justified complaint, our customer, if he is an entrepreneur, has the right, at our discretion, to a replacement delivery or a reduction in the purchase price. All further claims, including claims for damages of any kind, i.e. not only due to defects, reduced performance or poor fulfilment, are excluded. This shall not apply if we can be accused of at least gross negligence or in the event of physical injury or damage to health attributable to us or in the event of loss of life of the customer. The exclusion of liability shall also not apply in the event of negligent breach of material contractual obligations. In this case, liability is limited to typical foreseeable damages, up to a maximum of €1 million. The customer's claims for damages due to a defect shall become time-barred one year after delivery of the goods, unless the liability is based on intentional behaviour.

§ 5

If a customer has to accept our goods, e.g. from contracts, in weekly or monthly instalments, he shall forfeit a contractual penalty of 2.5% of the purchase price for each week of delay in relation to the overdue delivery quantity, up to a maximum of 20% of the purchase price of the overdue quantity, in the event of late acceptance of even just one instalment. In addition, in the event of non-acceptance or delayed acceptance, we shall immediately have the right, at our discretion, either to resell the partial quantity not accepted or to remove the goods from storage and to invoice the customer for any further

damage resulting from the delayed acceptance plus costs and to set the customer a grace period of two weeks in writing. After unsuccessful expiry of the grace period, we are entitled to withdraw from the purchase contract by written declaration and to demand compensation instead of performance. It is not necessary to set a grace period if the customer seriously or finally refuses acceptance. If compensation for damages is demanded instead of performance, this shall amount to 20% of the total purchase price, which shall be composed of the purchase prices of the delayed quantity accrued at the time of setting the deadline or the remaining delivery quantity up to the expiry of the contract. The amount of damages shall be set higher or lower if we prove higher damages or the customer proves lower damages.

§ 6

Unless otherwise confirmed in writing, our invoices are due within ten days of the invoice date without any deductions. After the due date, interest shall be charged on our claims at the interest rates in accordance with § 288 BGB. Payment shall only be deemed to have been made when the amount has been credited to our bank account. In the case of payment by cheque, the value date on our bank account shall also be decisive if the cheque is deposited immediately. If, during the term of the delivery contracts concluded, the customer settles via a settlement company or if a company assumes the del credere for this, we shall be entitled to increase the contract price by the percentage that we then have to pay to the settlement company. If we become aware that the financial or liquidity situation of our customer has deteriorated significantly (e.g. non-payment of cheques or bills of exchange or similar), we shall be entitled to demand immediate payment of all outstanding invoices - without further reminder - and to demand cash payment. Furthermore, in such cases we shall also have the right to cancel any current contracts and to claim damages. The customer shall only have a right of set-off if his counterclaims have been legally established or recognised by us. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 7

If, for any reason whatsoever, our customer who purchases goods from us under his trade mark no longer accepts the goods, he shall in any case be obliged to take over the packaging still in stock with us or the packaging already ordered by us at his own expense. This shall also apply if we refuse to continue supplying the customer for justified reasons.

§ 8

All goods delivered by us shall remain our property until our customer has paid all outstanding invoices, including those from earlier or later deliveries. The provisions of § 6 shall apply. In the event of breach of contract by the purchaser, in particular default in payment, we shall be entitled to withdraw from the contract and demand the return of the goods subject to retention of title. The buyer is entitled to resell, process, mix or consume the goods in the ordinary and normal course of business, but only as long as he is not in

default of payment to us. If the goods are processed or mixed, this is done exclusively on our behalf, but for the account of our customer. In particular, it is hereby agreed that in the event of mixing or processing, the co-ownership share in the new or mixed goods shall be transferred to us or shall accrue to us to the extent that corresponds to the value of the goods delivered by us, including processing and mixing costs. At the same time, it is hereby agreed that our customer shall store the new product or the mixed goods for us. All claims of our customer arising from the resale of the goods subject to retention of title - even after processing or mixing - are hereby assigned to us to the extent of our retention of title. We accept the assignment. Our customer is obliged to inform us at any time on request of the names and addresses of his purchasers and the amounts of the claim, and also to inform the third-party debtors of the assignment made to us. We also have the right to disclose the assignment at any time. Our customer shall only be authorised to collect the claims assigned to us as long as he is not in arrears with his obligations to us. He shall hold the collected amounts, insofar as our claims are due, for us only and transfer them to us immediately. We reserve the right to collect the claim ourselves as soon as the customer, if he is an entrepreneur, does not properly fulfil his payment obligations and is in default of payment. Our customer is in no case authorised to pledge our reserved goods - even in the case of processing or mixing - or to assign them by way of security or to provide them with similar encumbrances. If our reserved goods - even in a processed or mixed state - are seized, confiscated or otherwise claimed by a third party, the customer must immediately assert our rights against the third party with all emphasis, take the necessary legal action and inform us immediately, sending and disclosing all documents and disclosing all facts that we request in order to assert our rights. We undertake to release the securities to which we are entitled insofar as their value exceeds the value of the claims to be secured, insofar as these have not yet been settled, by more than 20%.

§ 9

If invoices for goods and services are paid via the SEPA Core Direct Debit Scheme/Company Direct Debit Scheme, the customer shall receive advance information on the direct debit collection no later than one day before the due date. This advance information will be sent with the invoice to be collected.

§ 10

The customer agrees that his data disclosed to us by himself or third parties within the scope of the business relationship may be stored in our computerised system and processed by us in accordance with the Federal Data Protection Act.

§ 11

The place of fulfilment is always 41372 Niederkrüchten. The agreed place of jurisdiction within the meaning of Section 38 (1) of the German Code of Civil Procedure (ZPO) shall be determined by the registered office of our company. We shall nevertheless be entitled to

take legal action at the customer's registered office. In addition to our General Terms and Conditions of Business and Delivery, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

§ 12

Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. Furthermore, it is agreed that the invalid provisions shall be replaced by other provisions with which the intended economic purpose is achieved as far as possible.