

General Terms and Conditions of Delivery of Bauck GmbH

1. Validity of the Terms and Conditions

- 1.1 The following General Terms and Conditions of Delivery (hereinafter referred to as well as "Terms and Conditions") shall apply to all our deliveries, services and offers in business transactions with entrepreneurs (section 14 subsection 1 German Civil Code), as well as with legal entities under public law and public-law special funds. These Terms and Conditions do not apply to consumers in the sense of section 13 German Civil Code.
- 1.2 Agreements deviating from our Terms and Conditions shall only be effective if they are confirmed by us in text form.
- 1.3 In addition to and subordinate to these Terms and Conditions, the "Standard Terms and Conditions for the German Grain Trade" ("Einheitsbedingungen im Deutschen Getreidehandel") shall apply as amended from time to time, including the "Supplementary Provisions for the Trade in Organic Grain and Related Products" ("Zusatzbedingungen für den Handel von Biogetreide und verwandten Produkten"). Upon request by the customer, we will send these to him for his information.

2. Conclusion of contract, product characteristics

- 2.1 Our offers are subject to change. The order placed by the customer is a binding offer. We are entitled to accept this offer within two weeks by sending an order confirmation or delivery of ordered goods.
- 2.2 Oral agreements require our confirmation in text form to be valid.
- 2.3 We reserve the right to make occasional changes to the specifications and recipes of our Bauck private label products. We shall only make such changes for good cause, in particular because we have further developed our products, changes have occurred at our suppliers or for other equivalent reasons. Without the customer's consent, however, we shall not make any changes which could permanently disturb the contractual balance between the customer and us.

We will always indicate changes to the product specifications and recipes of our Bauck private label products on the product packaging concerned. Customers can also view the latest product information and specifications at any time at www.ecoinform.de, where they are always kept up to date.
- 2.4 The allergen labelling of our products is based on the requirements of German and EU law. We also comply with the rules of the VITAL 2.0 Program (see www.allergiebureau.net/vital). According to these rules, traces of allergens that may have unintentionally entered our products are only labelled if threshold values ("Reference Dose" according to the VITAL 2.0 Program) could be exceeded. Our products may therefore contain minimal traces of allergens, even if this is not indicated on the product or in the product specification.

3. Delivery Period, Transfer of Risk

- 3.1 Agreed delivery dates are non-binding, unless otherwise expressly agreed in text form. We shall only be in default with delivery obligations if the customer has set us a reasonable deadline for subsequent delivery after the due date.
- 3.2 If the goods are to be developed by us according to customer specifications or if the customer provides us with technical production requirements, the agreed delivery period shall not commence before we have developed the product and the customer has approved it or before mutual agreement on the customer's production requirements has been reached.
- 3.3 Compliance with our delivery obligation requires the timely and proper fulfilment of the customer's obligations. In particular if advance payment or a down payment has been agreed or can be requested under the applicable law for an order, we shall only be obliged to deliver once the customer has fulfilled these obligations.
- 3.4 Deliveries shall be made ex warehouse Rosche (in the sense of the EXW regulation of the most recent ICC Incoterms). The risk shall pass to the customer when we have made the goods available for collection at our ramp at the agreed time in accordance with the agreed terms.

4. Terms of Payment/Prices

- 4.1 Our invoices are due for payment within 14 days from the date of invoice without deduction, unless otherwise stated in our order confirmation.
- 4.2 The customer shall only be entitled to set-off rights if his counterclaims have been awarded in a legally binding way, are undisputed or have been acknowledged by us. Furthermore, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- 4.3 Our prices are net prices, and exclude statutory value-added tax (which, as the case may be, needs to be added), freight and packaging and are valid ex warehouse Rosche or another loading point named by us.
- 4.4 We reserve the right to increase our prices accordingly if cost increases occur after the conclusion of the contract due to collective wage agreements or energy price increases or price increases of material, and if there are more than four months between the conclusion of the contract and the agreed delivery. We shall provide evidence of the price increases to the customer upon request.
- 4.5 We shall be entitled to demand advance payment or progress payments on the agreed purchase price.

5. Withdrawal, Force Majeure

- 5.1 In the event of suspension of payment by the customer, impaired creditworthiness and trustworthiness as well as in the event of the occurrence of other events which jeopardize or may jeopardize the proper performance of the transaction, we shall be entitled to release ourselves from our obligation to perform and to withdraw from the contract if the customer is not prepared to perform according to the "performance upon counter-performance-principle" (as set out in sections 320, 322 German Civil Code) or to provide security despite being requested to do so.
- 5.2 In the event of non-availability of the ordered goods for which we are not responsible, we shall also be entitled to withdraw from the contract. We undertake to inform the customer immediately about the non-availability and to reimburse any counter-performance of the customer without delay.
- 5.3 In cases of force majeure, such as in particular fire damage, floods, strikes, lawful lockouts, war or warlike conflicts and epidemic plagues (including epidemics and pandemics) insofar as a danger level of at least "moderate" is defined by the German Robert Koch Institute (RKI), the contracting party affected thereby shall be released from the obligation to deliver or accept the goods for the duration and to the extent of the effect.

6. Advertisement

- 6.1 All illustrations in our advertising (catalogue, internet, flyer, etc.) reflect the goods depicted at the time of printing or first publication of the corresponding advertising; we reserve the right to make subsequent changes.
- 6.2 The illustrations contained in our advertising may also show individual products in special versions which are not included in the basic price of the standard version.

7. Notice of Defects

- 7.1 The customer is obliged to check the type, quantity and condition of the delivered goods immediately after receipt. In the case of the delivery of foodstuffs, the customer is obliged in particular to have the delivered goods immediately examined by a laboratory specializing in the examination of foodstuffs for compliance with the applicable foodstuff laws and regulations.

- 7.2 The customer is obliged to take samples of the goods upon receipt and to store them for at least one year after delivery for any necessary examinations.
- 7.3 Defects must be reported immediately in text form, at the latest within a period of 3 working days after receipt of the goods.
- 7.4 If the customer receives a laboratory report in accordance with section 7.1 later than three days after receipt of the contractual goods, any defects found must be notified in text form to us within three days of receipt of the respective laboratory report by the customer.
- 7.5 If a defect of the delivered goods becomes apparent at a later date than set out above, which could not be detected despite due examination (hidden defect), the customer shall notify us of the hidden defect in text form without undue delay, but no later than three working days after becoming aware of the defect.
- 7.6 In all cases of notification of defects, the date of receipt of the notification of defects by us shall be decisive.

8. Claims for Material Defects

The customer's claims for defects shall be limited, at our discretion, to the replacement delivery of defect-free goods or the rectification of defects. If we are unable to do so within a reasonable period of time or if the subsequent performance is otherwise deemed to have failed, the customer may, at its option, demand a reasonable reduction or withdraw from the contract with respect to the defective performance.

9. Claims for Defects of Title

- 9.1 We shall defend the customer against all claims resulting within the limitation period from an infringement of an industrial property right or copyright by the delivered goods used in accordance with the contract. We shall only be liable in such cases for damages for legal costs and other damages imposed on the customer by a court of law, if the customer has notified us immediately in writing of such claims and has reserved the right to all defensive measures and settlement negotiations.
- 9.2 Section 9.1 shall not apply in cases where the customer has provided us with specifications regarding the labelling, layout, design, equipment or other aspects of the delivered goods and their packaging. In this case, the customer shall be solely responsible for any claims of third parties resulting from his specifications and shall indemnify us against such claims upon first request.
- 9.3 If claims have been asserted against the customer in accordance with section 9.1 or are to be expected and if section 9.2 does not apply, we may replace the delivered goods at our own expense to an extent that is reasonable for the customer. If this is not possible or if it is not possible to obtain a right of use at reasonable expense, the customer's rights shall be governed by the correspondingly applicable provision of section 8.

10. Compensation for Damages

- 10.1 We shall only be liable for damages for which we are responsible, irrespective of the legal grounds, if the damage
- a) has been caused by a culpable breach of a material contractual obligation or in a manner that jeopardizes the achievement of the purpose of the contract, or
 - b) has been caused with gross negligence or intent.
- 10.2 If we are liable pursuant to section 10.1 a) without gross negligence or intent, our liability shall be limited to the extent of the damage that we typically had to expect at the time of conclusion of the contract based on the circumstances known to us at that time.
- 10.3 The limitations of liability according to sections 10.1 to 10.2 shall also apply mutatis mutandis in favour of our employees and agents.
- 10.4 We shall be liable without limitation for damages resulting from injury to life, body or health due to a negligent breach of duty by us or an intentional or negligent breach of duty by one of our legal representatives or one of our vicarious agents.
- 10.5 Our liability under the German Product Liability Act, our liability in the event of fraudulent concealment of a defect and our liability in case of the assumption of a guarantee for the condition of the delivered products shall remain unaffected.

11. Transport Packaging

The return of transport packaging delivered by us can only take place neatly bundled and carriage paid at our warehouse in Rosche or at another loading point indicated by us; any costs incurred in this connection shall be borne by our customer.

12. Retention of Title

- 12.1 We reserve the title of ownership to the delivered products until receipt of all payments arising from the business relationship with the customer.
- 12.2 In the event of seizures or other intrusions by third parties regarding the delivered products, the customer shall notify us immediately in writing so that we can file a third party action in accordance with section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to section 771 ZPO, the customer shall be liable for the loss incurred by us.
- 12.3 The customer assigns to us, already upon conclusion of the contract, all claims in the amount of the final invoice amount (including VAT) which accrue to him from a resale against his customers or third parties, irrespective of whether the resale was permitted in the individual case. The customer shall remain authorized to collect this payment claim against his customer even after assignment. Our right to collect the payment claim ourselves shall remain unaffected. However, we undertake not to collect the payment claim as long as the customer meets his payment obligations from the moneys collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no suspension of payments. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection of payment claims, hands over the relevant documents and notifies the debtors (third parties) of the assignment.
- 12.4 The processing or transformation of the delivered products by the customer shall always be carried out on our behalf. If the delivered products are processed with other products not belonging to us, we shall acquire co-ownership of the new product in the ratio of the value of the delivered products to the other processed products at the time of processing. Furthermore the same as set out in this section 12 above with regard to the delivered products shall apply to the new product created by processing.
- 12.5 We undertake to release the securities to which we are entitled under this section 12 at the customer's request insofar as the value of such securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be ours.

13. Applicable Law, Place of Jurisdiction

- 13.1 The contractual relationship with our customers shall be governed exclusively by German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. If, according to the international conflict of laws in force in Germany, mandatory provisions of other legal systems cannot be contractually excluded, these shall remain unaffected.
- 13.2 The place of jurisdiction shall be our place of business; however, we shall also be entitled to take legal action against the customer at his place of business. Section 1 of the Standard Terms and Conditions for the German Grain Trade is expressly waived.

End of the Terms and Conditions of Delivery