

<b>Applicable Document</b>		<b>General Terms and Conditions of Purchase for Machinery and Equipment of Aryzta Group GERMANY</b>		
<b>Revision</b>	<b>Section</b>	<b>Scope of Application</b>		
02	17 Engineering	ARYZTA Group Germany (ARYZTA Bakeries Deutschland GmbH, ARYZTA Food Solutions GmbH, Hiestand Beteiligungsholding AG (CH) & Co. KG , Hiestand Deutschland GmbH)		

### 1. General

1.1 These General Terms and Conditions of Purchase for Machinery and Equipment of ARYZTA Group GERMANY apply to all orders for machinery, equipment, devices, spare parts and accessories (hereinafter collectively referred to as Equipment) as well as to all orders for work and services such as construction, repair and maintenance work orders for Equipment and provision of services hereinafter (hereinafter also collectively referred to as Services) of ARYZTA Group GERMANY or one of its affiliated German companies (Principal), unless other arrangements have been expressly agreed in writing. These General Terms and Conditions of Purchase for Machinery and Equipment apply only if the Contractor is a company (§14 BGB [German Civil Code Act]), a legal entity under public law or a special fund under public law.

1.2 The following companies belong to ARYZTA Group Germany: ARYZTA Bakeries Deutschland GmbH, ARYZTA Food Solutions GmbH, Hiestand Deutschland GmbH.

1.3 Purchase orders and orders of the Principal are based only on these General Terms and Conditions of Purchase for Machinery and Equipment or, in addition, on the General Terms and Conditions of Purchase of ARYZTA Group Germany. These will be sent upon request. Changes or additions, including deviating delivery and assembly conditions of the Contractor, require the written confirmation of the Principal.

1.4 The inclusion of the Contractor's general terms and conditions of business, including any standard terms and conditions or terms and conditions of associations used by the Contractor, is expressly objected to insofar as these are not consistent with the Principal's terms and conditions of purchase. Inclusion is only effective if the Principal expressly recognises the Contractor's general terms and conditions of business as an addendum to its terms and conditions of purchase. Acceptance of the performance by the Principal is not deemed to be such acknowledgement. This also applies if the Contractor declares by way of form that it only wishes to deliver or perform on its own terms and conditions, but nevertheless accepts and/or executes the Principal's order.

### 2. Order scope

2.1 Unless otherwise agreed, the Contractor's performance includes all work required up to stable continuous operation or complete restoration of a plant. When ordering a system, the Contractor undertakes to deliver a complete system, which includes all parts necessary for proper operation - in compliance with the guaranteed properties - even if these are not listed in detail in the order.

2.2 Unless otherwise agreed, the Contractor is obliged to set up the system on the intended stand location in coordination with the responsible employee of the Principal, to connect it ready for operation and put it into operation. The execution of the order includes the provision of all required machinery, equipment, scaffolding, lifting gear, construction accommodation, etc. at the expense and risk of the Contractor. Insofar as the Principal provides such items in individual cases, the Contractor is liable for the item and its use.

### 3. Delivery conditions

3.1 Delivery is free to the Principal's premises or the place of installation and assembly. Deviating delivery conditions require the written consent of the Principal. If DDP is agreed in accordance with Incoterms 2020, this is subject to the change that the risk of

accidental loss or accidental deterioration only passes to the Principal at the time of commissioning and acceptance of the plant.

3.2 The storage of the plant components and other items required for the execution of the order take place at storage locations determined by the Principal at the risk of the contractor. There is no obligation to provide covered or enclosed storage space.

### 4. Self-instruction

4.1 The Contractor shall obtain and check the information required for the performance of its Services (in particular working documents, local conditions, suitability of the materials and constructions used, dimensions and masses, operating conditions) in good time and check the information provided by the Principal on its own responsibility.

4.2 The Contractor undertakes to coordinate the weight and dimensions of the delivery of the plant components with the structural conditions at the installation site, assembly site, transport route there, assembly openings and elevators).

### 5. Work in the plant area of the Principal

5.1 Work to be carried out in the Principal's plant area must not hinder its operation and third parties more than is unavoidable.

5.2 The sequence of the work is to be coordinated in good time with the responsible technical contact person of the Principal. The latter is authorised to give instructions during the execution of the work. The Contractor shall ensure that the workers employed by it follow the instructions of the person in charge of the Principal for maintaining order and safety and submit to the usual control procedures.

5.3 Before starting the installation and/or assembly work the Contractor takes over the installation site with all foundations, connections, stakeouts, etc. that are important to it and verify their correctness.

5.4 The Contractor shall staff the installation site with a competent and experienced supervisor and provide the latter with the necessary authority. A change of the responsible installation manager is only permitted for good cause in agreement with the Principal.

5.5 The Contractor shall submit a list of the names of the workers it intends to employ in the plant area. The list must be kept up to date at all times. Upon request, the Contractor shall provide evidence that the legally required social security coverage exists for all workers employed.

5.6 Driving on the plant premises by private car and parking on the plant premises are prohibited. Company vehicles may only enter the plant premises for loading and unloading. Unauthorised vehicles parked on the factory premises will be towed away at a charge. The costs incurred for this will be charged to the Contractor.

### 6. Commissioning

6.1 Commissioning is carried out in coordination with the responsible technical contact person of the Principal. A common commissioning protocol is created. Approval does not relieve the Contractor of its responsibility for the proper functioning of the installation and compliance with the applicable regulations.

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6.2 Unless separately regulated, the Contractor shall provide qualified technical personnel at the installation site of the Equipment to carry out the technical briefing and instruction of the Principal's personnel.

6.3 The training of the operating and maintenance personnel takes place prior to acceptance and in German.

6.4 Upon commissioning and acceptance, the risk of accidental loss or accidental deterioration passes to the Principal.

**7. Acceptance**

7.1 After successful commissioning at the latest 3 months after the start of trial operation, a joint acceptance report will be drawn up, with the signing of which the Equipment/Service is deemed to have been accepted. Deviating time procedures are possible after consultation with the Principal. If the technical instruction is carried out by the Contractor's personnel, the effect of acceptance only takes place upon completion of the instruction.

7.2 If it becomes apparent during the acceptance test that the system/service has not been provided in accordance with the contract, the Contractor must immediately restore the condition in accordance with the contract and request a repeat acceptance test within 3 months at the latest. All costs incurred in the repetition of the acceptance test are borne by the Contractor.

7.3 If defects are found which do not affect the performance and function of the Equipment/Service or the food safety, the safety and health of the employees, acceptance may be granted subject to the immediate rectification of these defects. An appropriate amount will then be withheld from the final payment until the removal.

7.4 Defects that may hinder production or cause hazards must be eliminated within 24 hours. Other defects must be remedied within 4 weeks after acceptance.

**8. Hygiene, environmental protection and occupational safety**

8.1. When carrying out the work, the relevant laws, ordinances and regulations, including safety regulations of the trade associations and professional associations, concerning the safety and health of employees, the hygiene and food safety, the protection of the environment, the transport of hazardous goods and fire protection, must be observed.

8.2 The Contractor accepts the Technical Conditions for furnishing and assembly of Equipment and machines of ARYZTA. The Contractor shall ensure that these are made known to the workers employed by it and that they conduct themselves in accordance with these provisions as well as in an environmentally friendly, safety and fire-safety-conscious and hygiene-conscious manner.

8.3 The Contractor shall indemnify the Principal and the persons entrusted by the Principal with the implementation or supervision of accident prevention, environmental protection, equipment safety, fire protection, hazardous goods regulations and technical management against all claims directed against the Principal or the aforementioned persons for damages arising from a violation of the regulations to be observed by the Contractor in connection with the performance of the service as specified in the first and second paragraphs.

8.4 This also applies to claims for damage to third-party facilities (e.g., supply and disposal lines) arising during the performance of

work; the Contractor shall obtain precise information about such third-party facilities from all responsible bodies before commencing work. In the event of damage, the Principal and other competent authorities will be notified without delay.

**9. Measures in the event of violations**

In the event of violations and infringements of the provisions set forth in clauses 8.1 and 8.2 of these Terms and Conditions of Purchase for Machinery and Equipment of ARYZTA Group Germany, the Principal is entitled to take the following measures:

a. Instructing the Contractor and/or its agents to immediately put an end to the infringement, indicating the action modalities required for this purpose. The responsible person of the Principal has the right to ban the relevant employees of the Contractor from the premises.

b. For minor and moderate violations without causing acute danger: Warning by the responsible person of the Principal to the responsible person designated by the Contractor.

c. In case of serious violations additionally: closure of the work/construction site until the violation has been stopped or any consequences of the violation have been eliminated. After that, the responsible person of the Principal will release the continuation of the work at the request of the Contractor. The Contractor is responsible for any resulting delay in the completion of the performance.

d. If similar violations are repeated despite warnings or shutdown of the work: payment of a contractual penalty of 1 % per repetition up to a total of 5 % of the total contract value with immediate maturity.

e. In case of repeated infringement of the same kind despite the imposition of a contractual penalty in accordance with clause d.: extraordinary termination of the contract without notice. In this case, the Contractor is obliged to compensate the Principal for all direct and indirect damages resulting from the termination of the contract.

**10. Cleaning of the installation and assembly site**

10.1 The Contractor undertakes to ensure that no foreign bodies of any kind get into the Principal's products. When leaving the workplace, it must be thoroughly cleaned of all foreign bodies, in particular shavings, screws, nails, cable residues etc.

10.2 If the Contractor does not comply with the Principal's request to clean the installation area, the Principal may commission another company to clean the installation area after a reasonable period of time has elapsed. Any costs incurred are borne by the Contractor.

**11. Prices and payments**

11.1 Offers are to be made free of charge. Unless otherwise agreed, the prices are fixed prices plus the applicable value added tax and represent the remuneration for all Services required for the production of the ordered work. The agreed price includes everything that the contractor has to effect in order to fulfil the delivery and service obligation at the agreed stand location, including transport, assembly, commissioning, acceptance, insurance, site security, waste disposal, the instruction of operating and maintenance personnel, delivery of documentation and all ancillary costs.

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11.2 The Principal reserves the right to retain a security in the amount of 5 % of the total contract value for the duration of the warranty, calculated from the time of acceptance. This warranty retention can be replaced by a directly enforceable bank guarantee.

11.3 Down payments and payments on account may only be made after invoicing and subject to reclaim. The Principal reserves the right to withhold security. This can be replaced by a directly enforceable bank guarantee (see Annex 1 - Sample Down Payment Guarantee)

11.4 Supplements and changes to the order must be approved in writing prior to execution, otherwise they do not justify any payment claims on the part of the Contractor.

11.5 Hourly wage work may only be performed with the express consent of the Principal and after prior written agreement of the rates of remuneration as well as all possible ancillary costs. In the absence of a written agreement, the Principal is entitled to refuse payment or to re-determine the amount of the remuneration rates and ancillary costs. Time sheets must be submitted to the Principal for sign-off.

**12. Property rights**

12.1 The Contractor is liable for ensuring that the Equipment and the use of the Equipment in accordance with the contract do not infringe the industrial property rights of third parties. As soon as the Contractor recognises that the Equipment or its use leads to the infringement of third-party property rights, it shall inform the Principal.

12.2 The Contractor undertakes to fully indemnify the Principal against any claims of third parties arising from patent and licence rights and to compensate the Principal for all damages, disadvantages and expenses incurred in this context.

**13. Warranty**

13.1 The Contractor warrants that (i) the Equipment/Service is suitable for the purpose specified by the Principal under normal operating conditions, (ii) has the performance features specified in the General Terms and Conditions of Purchase for Equipment and Machinery of ARYZTA Group Germany and the Technical Terms and Conditions for Furnishing and Installation of Equipment and Machinery of ARYZTA and other performance features required in writing, and (iii) complies with all safety and hygiene regulations (laws, standards and ordinances) applicable to the Equipment. The latest state of science and technology at the time of acceptance apply.

13.2 At the time of acceptance, the following acceptance criteria must be met for each order: 98 % availability at the agreed production output and product quality over a period of 8 hours. During the acceptance no intervention of the Contractor is allowed.

13.3 The Contractor guarantees trouble-free and functional running of the Equipment, whereby the performance promised by the order is taken as the yardstick. The acceptance of the Equipment takes place under production conditions at the installation site in the factory. The functional guarantee also applies to the same extent to third-party products installed by the Contractor.

13.4 The warranty and the guarantee of durability for all Equipment and Services as well as for spare parts added or subsequently

delivered due to defects is 24 months calculated from the date of acceptance, unless otherwise agreed by contract.

13.5 In the case of linked Equipment consisting of several individual components from different suppliers, each supplier must define its interfaces in consultation with a supplier previously designated as overall project manager and ensure their proper functioning with upstream or downstream Equipment components.

**14. Contractual penalty**

14.1 In case of non-achievement of the performance characteristics specified in the order of the Principal or if the system does not function smoothly - in accordance with the acceptance criteria specified under clause 13 - a grace period of 4 weeks is granted. If the Equipment does not achieve the guaranteed performance after this period, the Contractor shall - without prejudice to the right of withdrawal and further claims for damages of the Principal - pay a contractual penalty. For each percent of performance reduction, 0.2 %, but not more than 5 % of the net contract value of the equipment will be deducted.

14.2 If the Contractor is in default with the proper fulfilment/completion of its performance without forfeiting a contractual penalty in accordance with clause 14.1, it must pay a contractual penalty in the amount of 0.2 % per day of exceeding the deadline, but not more than 5 % of the net order value.

14.3 The Principal is entitled to claim the contractual penalty up to the final payment.

14.4 The Contractor shall bear all costs associated with a missed deadline. The right to assert further damages remains reserved. Any contractual penalty paid will be offset against the amount of any claim for damages.

14.5 The Principal is entitled to deduct the contractual penalty from the payment amount upon payment.

**15. Liability for defects**

15.1 The Contractor warrants that Services have been rendered free of defects, in particular that Equipment has the agreed quality, function and performance. The Service must be provided in compliance with the statutory regulations in force at the time the order is placed and in accordance with the generally accepted rules of technology and the Technical Terms and Conditions for Furnishing and Installation of Equipment and Machinery of ARYZTA.

15.2 In the event of material defects and defects of title, the Principal is entitled to the statutory rights. The Principal has the right to choose the type of subsequent performance - repair or replacement. The Principal is entitled to set a reasonable deadline for subsequent performance. Appropriateness is also measured in terms of operational concerns. The rectification is deemed to have failed after the first unsuccessful attempt.

15.3 Complaints by authorities must be rectified by the Contractor free of charge during the warranty period.

15.4 In case of particular urgency or if the Contractor is in default with the rectification of defects, the Principal may carry out the necessary measures itself or have them carried out by a third party at the contractor's expense. The Principal shall notify the Contractor before the measures are carried out. If this is not possible, the measures required to avert the damage may be

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carried out without prior notification; in such cases, the Principal shall provide notification without delay. The obligations of the Contractor arising from liability for defects remain unaffected; this does not apply to defects attributable to measures carried out by the Principal or a third party.

15.5 Insofar as the Principal is entitled to withdraw from the contract by virtue of statutory or contractual provisions in the event of non-performance or improper performance, the withdrawal may be limited to a definable part of the performance, while maintaining the remainder of the contract.

**16. Liability for spare parts**

16.1 The Contractor shall guarantee the smooth supply of all necessary spare parts at market Prices and the free supply of drawing revisions and updates for a minimum period of 5 years from the date of acceptance.

16.2 Delivery is to be made immediately upon request. If the delivery is culpably delayed by the contractor, the Contractor undertakes to pay for the downtime costs incurred during this period.

16.3 For spare parts which the Contractor is unable to supply without delay, the Contractor shall immediately provide, free of charge, parts drawings from which all information necessary for manufacture can be taken.

16.4 For spare parts which the Contractor does not manufacture itself but purchases from upstream suppliers (purchased parts), the sources of supply must be listed, stating the supplier address and article numbers.

**17. Liability and insurance**

17.1 The Contractor's liability is governed by the statutory provisions. Within the scope of its liability, the Contractor shall indemnify the Principal and its employees against all claims of third parties. The Contractor may not invoke § 831(1) sentence 2 BGB (German Civil Code) against the Principal.

17.2 The Contractor undertakes to take out liability insurance with appropriate coverage (€ 5 million for personal injury and property damage; € 5 million for financial loss) and to maintain it for at least 6 further months beyond the duration of the contractual relationship. Proof of coverage must be provided upon request.

17.3 Claims for damage suffered by the Contractor or for damage to items brought in by the Contractor, in particular also those arising from culpable breach of contract, negligent tort and for consequential damage are excluded. This does not apply insofar as in cases of intent or gross negligence or in the event of a breach of material contractual obligations due to simple negligence, liability is mandatory for damages that are foreseeable and typical for the contract for legal reasons.

17.4 There is no insurance coverage of the Principal for damage to items brought in by the Contractor. The Contractor is required to take out appropriate transport, assembly and commissioning insurance ("project cover insurance") itself.

**18. Limitation period**

18.1 Claims and rights of the Principal due to defects of the Equipment/Service -for whatever legal reason- become statute-barred after five years in the case of a building and in the case of an item which has been used for a building in accordance with its

customary manner of use and has caused the defectiveness thereof, and otherwise after three years. It begins with the final inspection.

18.2 Notwithstanding the foregoing, the limitation period for spare and reserve parts does not begin until they have been installed and put into operation and ends no later than 3 years after performance to the Principal. A new limitation period commences for Services performed within the scope of a defect rectification upon written acceptance of these Services. This does not affect the statute of limitations for the Services/Equipment components.

18.3 For all Equipment components that cannot be used as contractually intended due to the interruption of operation caused by defect rectification work or delivery of spare parts, the expiry of the limitation period is suspended for the duration of the interruption.

18.4 This period also applies insofar as the claims are not related to a defect. Longer statutory limitation periods remain unaffected, as the provisions on the commencement of the limitation period, suspension of the running of the limitation period, suspension and recommencement of limitation periods.

**19. Privacy**

19.1 The Principal shall process personal data of the Contractor and its employees for a specific purpose and in accordance with the statutory provisions (GDPR and national data protection laws). The personal data (of employees) of the Contractor collected from the Contractor and provided by the Contractor (such as name, personalised email address, address, payment data) must be used by the Principal for the purpose of performance and execution of the contract existing between the parties. The Principal shall ensure that interests of the Contractor that are worthy of protection are not impaired.

19.2 Further details can be found on the ARYZTA homepage <https://aryzta.de/datenschutz/> in accordance with the EU General Data Protection Regulation (GDPR).

19.3 The Contractor undertakes to observe and implement the provisions of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR). It undertakes to collect, process, disclose, make available or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only for the purpose of fulfilling statutory retention obligations. Any disclosure of personal data to third parties requires the prior written consent of the Principal, unless the Contractor is under a corresponding legal obligation to do so. The Contractor shall ensure that interests of the Principal that are worthy of protection are not impaired.

**20. Secrecy**

20.1 The Contractor shall treat as strictly confidential all business transactions of the Principal that come to its knowledge and any secret or confidential information disclosed, received or provided in this context. The term Confidential is to be understood to mean all commercial and technical details that are not in the public domain and become known as a result of the business relationship, as well as all information that relates directly or indirectly to the supply and installation of the Equipment. This obligation does not apply with respect to such information that (i) was already known to the Contractor or generally known at the time of its disclosure or, without the Contractor being responsible therefore, becomes generally known at a later time; or (ii) the Contractor received from



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a third party authorised to disclose; or (iii) was demonstrably developed without use of the Confidential Information.

20.2 The Contractor may disclose Confidential Information to the extent the Contractor is (i) authorised to do so by written consent of the or (ii) required to do so by mandatory law or court order. In such case, the Contractor shall notify the Principal in writing of the required disclosure; and limit the disclosure to the minimum necessary.

20.3 All documents, specifications, illustrations, drawings, calculations and other information which the Principal may provide to the Contractor remain the property of the Principal; they may not be made accessible to third parties without the express prior written consent of the Principal. They are to be used exclusively for the delivery / Service based on the Contractor's order. After completion, they are to be returned to the Principal without being requested to do so, and any copies made are to be destroyed; the only exception to this is storage within the scope of statutory storage obligations.

**21. Anti-corruption clause, compliance**

21.1 The Contractor shall comply with all applicable laws, statutes, anti-corruption, anti-money laundering, anti-slavery and anti-trafficking regulations (Compliance Requirements) in performing the Services owed under the contract and not take or refrain from taking any action that would cause the contractor to violate any of the Compliance Requirements. In particular, the Contractor shall observe the applicable labour and environmental regulations and not make use of child labour and forced labour.

21.2 This obligation includes in any case the prohibition of unlawful payments or the granting of other unlawful benefits to public officials, business partners, to their employees, family members or other partners, and the prohibition of acceleration payments to public officials or other persons.

21.3 The Contractor is obliged to inform the Principal without undue delay insofar as it has knowledge or a concrete suspicion of cases of corruption that are concretely connected with the existing contract or its performance.

21.4 The Contractor shall comply with the Global Code of Conduct for Suppliers ("Supplier Standards"), which is available on the ARYZTA homepage <https://aryzta.de/agb/>.

21.5 The Contractor shall monitor compliance with these Supplier Standards and document compliance upon request. Upon prior notice, the Principal or persons authorised by the Principal may verify compliance with the Supplier's Standards.

21.6 If the Principal determines that the Contractor violates compliance requirements, the Principal shall be entitled to terminate the contract - if necessary also extraordinarily.

21.7 The Contractor shall ensure that in its area of responsibility, in particular also with third parties involved in connection with the provision of services, all relevant statutory provisions, in particular the compliance requirements, as well as all relevant statutory human rights and environmental provisions and measures in the supply chain are complied with.

21.8 If serious human rights or environmental risks or violations within the meaning of the German Supply Chain Act (Lieferkettensorgfaltspflichtengesetz - LkSG) are identified, the Contractor shall take appropriate measures for prevention or remedy. Furthermore, the Principal reserves the right to

appropriate contractual consequences, including termination of the business relationship.

21.9 ARYZTA hereby informs the Contractor about the existing complaints procedure and the existing whistleblower channel "Open Talk ARYZTA", which is generally accessible at <https://aryzta.navexone.eu/>. The Contractor shall ensure that its employees have unrestricted access to ARYZTA's complaints procedure and whistleblower channel and shall in turn inform its suppliers / subcontractors about this complaints procedure/whistleblower channel and the possibility of access.

**22. Transfer of Contractual Obligations to Third Parties, Legal Status of Suppliers**

22.1 Without the written consent of the Principal, the Contractor may not transfer the performance of the contractual obligations entered into, in whole or in part, to other contractors. If consent is granted, the Contractor remains fully responsible for the performance of the contract.

22.2 Subcontractors are deemed to be agents of the Contractor within the meaning of § 278 BGB. They are to be named upon request.

**23. Payment of the statutory minimum wage in accordance with the German Minimum Wage Act (MiLoG)**

23.1 The Contractor warrants to pay its employees the statutory minimum wage and also to oblige its subcontractors and any further subcontractors used by them accordingly.

23.2 The Contractor is obliged to provide proof of payment of the minimum wage by the Contractor and, if applicable, its subcontractors upon request of the Principal.

23.3 In the event that claims are made against the Principal in this regard by third parties (§ 13 MiLoG, § 14 AEntG [German Posting Act]), the Contractor shall indemnify the Principal against all claims, including legal defence costs, upon first written request.

23.4 In the event of a breach by the Contractor of any of the aforementioned obligations, the Principal has the right to terminate the contract without notice for exceptional reasons and/or to withhold its Services.

**24. Other provisions**

24.1 All contracts between the Principal and the Contractor are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular, the UN Convention on Contracts for the International Sale of Goods.

24.2. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase for Machinery and Equipment .

24.3 The place of performance for all obligations of the Contractor arising from the business relationship is the respective location of the Principal that is specified in orders, delivery requests or delivery bills as the place of performance.

24.4. The place of jurisdiction for all disputes arising from the supply relationship is the Principal's registered office, Leipzig, Freiburg or Frankfurt am Main, at the Principal's discretion.

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However, the Principal may also sue the contractor at the Contractor's general place of jurisdiction.

24.5 If declarations are to be made in writing in accordance with these Terms and Conditions, transmission by letter, fax or by electronic means (e-mail) using documents that have been signed in the original and then scanned or created in advance with a scanned signature or electronic signature, including any printouts thereof) shall suffice. The aforementioned simplifications shall not apply if and insofar as the (strict) statutory written form (cf. Section 126 BGB) is prescribed.

**25. Severability clause**

If any provision or provisions of these General Terms and Conditions of Purchase for Machinery and Equipment is or becomes invalid, such provision or partial provision is to that extent deemed not to form part of these General Terms and Conditions of Purchase for Machinery and Equipment, but the validity and enforceability of the remaining provisions will not be affected. In such event, each of the parties shall enter into negotiations to amend this provision so that it is valid and legal as amended and carries out the original intent of the parties to the maximum extent possible.

In the event of a contradiction, the Special Conditions take precedence over the General Conditions.

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**Annex 1 - Sample down payment guarantee**

Between

ARYZTA, *exact company name together with address*, represented by the managing director(s),

- hereinafter: ARYZTA or also called Principal -

And

*Company, exact company name including address*, represented by the managing director(s)

- hereinafter: Contractor -

a contract for (designation subject of the contract; order number) has come into existence. The total order value (incl. VAT) amounts to \_\_\_ EUR.

As agreed, the Contractor shall provide an advance payment guarantee of a bank licensed as a tax guarantor in Germany in the amount of 30 % of the total order value to secure all claims.

We, the \_\_\_\_\_

hereby guarantee ourselves directly against ARYZTA to secure any repayment obligation of the Contractor arising from or in connection with the above contract including its addenda, waiving the defences of voidability, set-off and anticipatory action in accordance with § 770 (unless the counterclaim of the Principal debtor is undisputed or has been finally determined by a court of law) and § 771 BGB (German Civil Code) up to the amount of

(in words: EURO)

with the proviso that claims may only be asserted against us for payment of money and we undertake to pay immediately upon first demand. The guarantee cannot be terminated by us - for whatever legal reason - for the duration of the Contractor's obligation to provide security.

The guarantee comes into force when the amount transferred by the Principal has been credited to the Contractor. The guarantee expires as soon as the assembly or other services have been performed. After expiry of our guarantee obligation, this document is to be returned to us upon request. The right of deposit is expressly excluded.

The place of performance for all obligations arising from this document is [*location of the Principal / place of performance*].

German law applies.

\_\_\_\_\_, the

(Stamp and signature of the credit institution)

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**Annex 2 - Sample guarantee for claims based on defects (warranty bond)**

The company \_\_\_\_\_  
 \_\_\_\_\_ hereinafter referred to as Principal \_\_\_\_\_

and

the company \_\_\_\_\_  
 with the seat in \_\_\_\_\_  
 \_\_\_\_\_ hereinafter referred to as Contractor \_\_\_\_\_

have at \_\_\_\_\_  
 via \_\_\_\_\_ (type of work)  
 for the construction project \_\_\_\_\_  
 concluded a contract.

Under the terms of this contract, the Contractor shall provide as security for the fulfilment of all claims for defects

including the following possible claims of the Principal due to

- Recovery from overpayments
- Claims for recourse due to non-payment of total social security contributions
- Recourse claims due to claims arising from the Employee Posting Act for minimum wage as well as for payment of vacation fund contributions \_ also for employees working in the subcontractor chain
- Recourse claims due to non-payment of accident insurance premiums to the Principal

to provide a guarantee in the amount of 5 % of the net invoice amount.

(alternatively:

The original scope of the contract may be modified and/or extended by modified and/or additional services; our liability as guarantor declared below expressly extends to these modified and/or additional services invoiced with the final invoice)

(alternatively:

In accordance with Clause \_\_\_\_\_ of the present construction contract, the Contractor shall provide security in the amount of 5 % of the net final invoice amount for securing the claims specified therein in more detail including Principal's claims for damages, Principal's claims for reimbursement of overpayments and Principal's claims for recourse, recourse and indemnification. This security can be provided by a guarantee)

Having said this, we assume

\_\_\_\_\_ (name and address of the guarantor)

hereby on behalf of the Contractor (for the performance of all obligations incumbent upon the Contractor in accordance with Clause \_\_\_\_\_ of the construction contract) the irrevocable, directly enforceable guarantee and undertake to pay any amount up to a total of

EUR \_\_\_\_\_ (in words: \_\_\_\_\_ EUR)

to be paid to the Principal.

The objections of contestation, set-off \_ unless the claim is undisputed or has been finally determined by a court of law, and \_ and the right to sue in advance in accordance with §§ 770, 771 BGB are waived.

Exemption by depositing the amount of the guarantee is not possible.



<b>Applicable Document</b>		<b>General Terms and Conditions of Purchase for Machinery and Equipment of Aryzta Group GERMANY</b>		
<b>Revision</b>	<b>Section</b>	<b>Scope of Application</b>		
02	17 Engineering	ARYZTA Group Germany (ARYZTA Bakeries Deutschland GmbH, ARYZTA Food Solutions GmbH, Hiestand Beteiligungsholding AG (CH) & Co. KG , Hiestand Deutschland GmbH)		

The guarantee also remains valid in the event of a change of ownership or change of the legal form of the Contractor.

The Principal is obliged to return any unused security for defect claims after expiry of the contractually agreed limitation period for defect claims \_ taking into account any suspension or interruption of the limitation period \_ returned. However, to the extent that claims asserted by the Principal have not yet been satisfied at that time, the Principal may withhold a corresponding portion of the security.

Claims can only be made against us for the payment of money under this letter of guarantee.

The guarantee is unlimited in time. It expires upon the return of this surety bond. We declare that claims arising from this guarantee, limited by § 202(2) BGB, do not become time-barred before the main claims securing them.

(alternatively:

With respect to all claims for defects of the Principal directed towards payment, we will raise the defence of limitation act the earliest at the end of the year in which the limitation of the claims for defects directed against the Contractor itself occurs in accordance with § 634a sub-para. 1 no. 2, sub-para. 2 BGB. In return, we are only liable for claims arising from defects if the Principal has notified the Contractor in writing of the defect(s) (symptoms) by the commencement of the limitation period applicable in this relationship (§ 634a (1) No. 1, (2) BGB).

Disputes arising from the assumed guarantee are heard before ordinary courts in accordance with German law in the German language to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In fully commercial business transactions, the registered office of the Principal is agreed as the place of jurisdiction.

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(Place and date) (Guarantor's signature and stamp)