

1. General

1.1 These terms and conditions of purchase apply to all orders, deliveries and services to the German companies of the ARYZTA Group or to one of its associated German companies (purchaser), unless other arrangements have been expressly agreed in writing.

1.2 Orders from the purchaser shall only be based on these terms and conditions. Additions or amendments, even deviating terms and conditions of sale or delivery require the written confirmation of the purchaser.

1.3 The inclusion of general terms and conditions of the supplier, including any standard or association conditions used by him, is hereby expressly excluded, as far as they do not comply with the purchaser's conditions of purchase. An inclusion is only effective if the purchaser expressly acknowledges the supplier's terms and conditions as an addition to these terms and conditions of purchase. The acceptance of the service on the part of the purchaser does not imply such acknowledgement. This shall also apply if the supplier formally declares that he only wishes to deliver or render on his own terms, but nevertheless accepts and / or carries out the order of the purchaser.

1.4 These terms and conditions of purchase shall also apply to all future business of the purchaser with the supplier, even if in individual cases no express reference is made to these terms and conditions of purchase.

1.5 The involvement of a third party to fulfil the contract is only permitted upon the express, written consent of the purchaser.

2. Orders and Conclusion of Contract

2.1 Orders are only binding for the purchaser if issued in writing. Verbal or telephone orders or agreements as well as additions and changes to an order require the written confirmation in order to be valid.

2.2 The acceptance of the order must be confirmed in writing by the supplier within a period of 1 working day. Until receipt of a written confirmation from the supplier, orders can be revoked by the customer free of charge.

2.3 Delivery call-offs are binding in accordance to the agreed order lead time.

3. Sample, service provision

3.1 Sample deliveries are to be marked as such. Serial deliveries can only be commenced when the purchaser has approved the sample. Ongoing deliveries must always correspond to the sample. Modifications may only be performed with the consent of the purchaser. Drawings, test specifications and technical delivery (shipping) instructions of the purchaser are part of the contract and will be made available to the supplier upon request.

3.2 The delivered item must provide the agreed services, comply with the state of the art in manufacturing and in the material as well as the offer and order documents of the purchaser as well as the applicable specifications and quality agreements.

3.3 The supplier undertakes to comply with all applicable laws and regulations as well as technical regulations, VOB, VDE, VDMA, UVV, TÜV-regulations and accident prevention regulations. The supplier undertakes to indemnify the purchaser from all claims of third parties to which the purchaser is exposed for breach of one of the aforementioned provisions. The supplier warrants that the delivery item is suitable for the agreed purpose of use.

3.4 In the delivery of finished products and raw materials for the production of food, the supplier warrants that they are marketable under food law, in particular that they comply with the applicable food law provisions of European and German food law.

3.5 In the field of food contact materials, in particular the applicable laws, regulations and official regulations of the country of the place of delivery and the European Union have to be satisfied. The conformity (3.3 to 3.5) must be verified to the purchaser without being requested to do so by submitting appropriate declarations and certificates.

3.6 The purchaser is hereby to be exempt from all claims of third party to which the purchaser is exposed because of the infringement of one of the aforementioned provisions.

4. Audits and measures for quality assurance

4.1 Supplier gives his consent to auditing by ARYZTA and authorizes the Company to review all relevant procedures, facilities and records required for the manufacture of the contractual products. This also applies insofar as he has produced contractual products by a third party with regard to the auditing in the third party's factory. He undertakes to put the right to audit into practice at the third party. ARYZTA will announce the auditing in good time in advance, but reserves the right to conduct an audit unannounced if there are good causes (for example, evidence of breach of contract). ARYZTA is entitled to have the auditing carried out by an authorized third party. ARYZTA will treat the findings of the auditing confidentially. Unless otherwise agreed, the supplier bears the costs of the audit and the expenses once a year.

4.2 In order to ensure product authenticity or if there are doubts about the contractually agreed nature of the delivered raw material, ARYZTA is entitled to request additional certificates of analysis at the supplier's expense in addition to the frequency agreed in the specification.

5. Delivery Terms

5.1 Delivery terms and dates determined by the purchaser and specified by the supplier are binding. Delivery times run from the date of order.

5.2 The supplier is obligated to inform the purchaser immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met as well as to inform the expected duration of the delay.

5.3 If certain raw materials for the production of food are delivered earlier than agreed, the customer is entitled to return the goods at the supplier's expense.

6. Delivery / Shipping

6.1 The shipment of goods occurs at the cost and risk of the supplier to the delivery address notified by the purchaser. This also applies to the return of defective goods by the purchaser. The respective place of destination is also the place of performance (debt to be discharged at creditor's domicile).

6.2 The supplier must precisely adhere to the specified shipping regulations. The delivery method is to be agreed with the purchaser.

6.3 For deep-frozen goods. For frozen goods, the regulations on deep-frozen foods (TLMV) must be observed and, in particular a core temperature of at least -18°C is to be maintained during the entire cold chain.

6.4 The supplier is obliged to state on all shipping documents and delivery notes the delivered quantity, best before date and batch or lot number as well as the order number of the purchaser; if he fails to do so, delays in the processing by the purchaser are at his expense. The purchaser is also entitled to reject acceptance of deliveries if the shipment is not accompanied by a proper delivery note. Supplier has to bear the costs resulting from the rejection of delivery.

6.5 The packaging of the goods is at the expense of the supplier, unless the takeover of the packaging costs by the customer is expressly agreed. The supplier has to take back packaging materials at the request of the purchaser. An obligation to return the packaging requires a separate agreement.

6.6 On the packaging of the delivered goods (raw materials) the following is to be marked: description of goods, quantity, best before date, batch or lot number in plain text as well as barcode NVE-No. according to GS1 standard. Items delivered with a best before date or use-by date must have a remaining shelf life 75% of the total shelf life on delivery.

6.7 In the transportation of foodstuffs the hygienic requirements for food handling according to Regulation (EC) No. 852/2004 on food hygiene and the Food Hygiene Regulation (LMHV) must be observed. In particular, the means of transport must be kept clean and maintained and the temperatures required during transport must be observed. Vehicles for the transport of food may not be used for the transport of other goods, if an adverse effect on the food cannot be excluded with certainty (for example when transporting plants, chemicals, etc.).

7. Passing of Risk

7.1 In case of purchase agreements the risk of the accidental loss or random deterioration on the goods passes to the purchaser with proper and complete delivery to the delivery point specified by the purchaser. (DDP delivery address "unloaded" according to Incoterms 2010).

7.2 In case of contracts for works and services or contracts of works labour and materials, the risk passes to the purchaser at the time of acceptance; both contracting parties have the right to demand formal acceptance.

7.3 Deliveries are always at the risk of the supplier.

8. Inspection of Defects

8.1 The legal requirements apply to the obligation to investigate and to give notice of defects, with the following proviso:

Upon delivery of goods for further processing, a random quality control inspection is carried out immediately. Random checks of the content of bulk containers that are not resealable in accessible areas, with the result that the opening of the package will affect the shelf life, will occur at the time of package break.

If the purchaser purchases goods for resale, prepacked goods are not required to undergo packaging-destroying inspection. In such cases, the purchaser is only obliged to inspect the goods when taking over in a commercially customary manner by means of spot checks with regard to the integrity of the packaging, quantity, article and temperature. With regard to all other parameters (in particular quality, hygiene, state of freshness, shelf life, labeling), the quality control inspection is carried out only by the customer of these goods.

8.2 The supplier of finished products and raw materials for the production of foods is required to take samples of each delivered batch immediately before the respective filling into the transport containers and has to hold these until the expiration of the expiration date plus one month. The purchaser is entitled to request samples for follow-up examinations at any time.

8.3 Any defectiveness of products / services shall be immediately notified to the supplier by the purchaser. The complaint (notification of defects) is deemed to be prompt and on time if it is received by the supplier within seven (7) working days (Monday - Friday) after handing over to the purchaser or - in case of resale - after handing over to the customer; the requirement to give notice of defects for defects detected at a later date remains unaffected. The supplier is entitled to convince himself of the defectiveness of the products / services. The purchaser provides the rejected products / services or samples to the supplier upon his request. Supplier has to bear the costs resulting from the examination of defective goods.

8.4 The values determined by the purchaser during the incoming goods control are decisive for quantities, weights and measures.

8.5 If the parties cannot agree on the existence of a defect within a period of one week from dispatch of the notice of defects by the purchaser, a neutral, publicly appointed and sworn expert is to be called in as arbitrator at the request of the purchaser. His judgment is decisive and binding for both parties; the parties have to bear the costs of the

appraisal in analogous application of Sect. 91 Code of Civil Procedure if necessary pro rata. In the event that the supplier does not expressly object to the purchaser's proposal regarding the expert, he shall be entitled to designate the arbitrator himself.

9. Nonfulfillment

9.1 If the supplier fails to properly fulfil his contractual obligations in accordance with the agreements made, the purchaser shall be entitled to the statutory claims without restriction. This applies in particular if the owed service is not provided at all, not in time or inadequately. The statutory limitation of such claims shall also be governed by the statutory regulations, unless otherwise stipulated in these Terms and Conditions of Purchase. The warranty rights are entitled to the purchaser, even if there is only insignificant deviation from the agreed quality or only insignificant impairment of the usability.

9.2 If the supplier provides after a written warning substantially the same or similar deliveries or services again in a defective or delayed manner, the purchaser is entitled, without prejudice to further rights under section 8.1, in particular to immediate withdrawal. It is irrelevant whether the supplier is responsible for the defect or the delay itself or it is caused by a third party engaged by the supplier. The right of withdrawal in any case also includes such deliveries and services that are to be provided to the purchaser from this or another contractual relationship in the future.

9.3 The damages and expenses incurred by the purchaser due to the delivery of defective products / services or the delay shall be reimbursed by the supplier. The unconditional acceptance of a delayed delivery does not constitute a waiver of the compensation claims due to the delay.

9.4 In addition to the assertion of damage, the purchaser is entitled to demand delivery of faultless products / services from the supplier. If the supplier does not comply with this obligation within a reasonable period of time appointed by the purchaser, the purchaser can make a covering purchase or eliminate the defect himself and demand reimbursement of the expenses. In case of covering purchases the supplier has to bear the difference between the contract price and the price of the covering purchase as additional damage. If the subsequent performance by the supplier fails or is unacceptable, it does not need any deadline; About that the supplier shall be informed immediately without delay, if possible in advance.

9.5 A delivery that arrives after expiry of the extended deadline shall be considered as a new offer, the acceptance does not lead to fulfilment of the initial delivery order. Setting an extension period is not required if such extension period is not necessary (in particular in case of agreement of a fixed delivery date – firm deal).

9.6 If the supplier is in default of delivery, he has to pay a contractual penalty of 0.2% per day of exceeding the deadline, but no more than 5% of the order value. The right

to claim further damages as well as further legal claims remains reserved. The supplier is entitled to prove that the damage incurred by the purchaser is less. An approximately paid contractual penalty shall be deducted from the total claim for damages.

9.7 In case of orders with partial deliveries, the purchaser is entitled to withdraw from the entire contract even if the supplier does not properly fulfil contractual obligations with regard to a partial delivery.

10. Extended Liability of the Supplier

10.1 Insofar as the defectiveness of the products/services are first noticed following the further processing of the product/service, the purchaser shall inform the supplier within seven (7) working days (excl. Saturdays). The supplier has the right to verify the defectiveness of the further processed product. The purchaser shall provide the supplier upon request with the disputed products or samples thereof.

10.2 In the case of processing of defective products / services, the purchaser is entitled to claim damages from the supplier. Compensation includes, in particular, the production costs of the end product manufactured with the defective products / services plus loss of profit and all additional costs incurred with the return of any products already delivered, storage and transport costs, which result from the storage of the end products until their destruction or other utilization, costs of destruction or other use of the unsaleable end products, the costs incurred up to the final settlement of the claim for taking and storing samples of the end products manufactured with the defective products / services as well as the contractual penalties charged by the purchaser's customers.

10.3 If the supplier violates any of its obligations under this contract by the delivery / performance of defective products / services and / or delayed delivered / provided products / services, the supplier has to indemnify the purchaser in relation to all damages, claims, losses, proceedings and costs in connection with the products and/or services asserted against the purchaser and which are based on a breach or mistake of the supplier, its affiliates, employees or third parties who have accepted one of the obligations of this contract from the supplier.

10.4 Claims of the purchaser due to this breach of contract expire within 3 years.

10.5 The duty of the purchaser to investigate defects according to Section 7 remains unaffected.

11. Product Liability and Insurance

11.1 If the purchaser is made responsible for product liability by a customer or other third party, the supplier undertakes to indemnify the purchaser insofar as his deliveries or his behaviour were faulty and caused the damage. The supplier undertakes to provide the customer with all information which is useful for the delivery of a faultless product (warnings, approval regulations, etc.). Should the supplier subsequently become aware of circumstances which could cause a product defect in the

sense of legal product liability, the supplier undertakes to inform the purchaser immediately in writing. The notification is deemed to be prompt and timely if received by the purchaser within seven (7) working days (Monday to Friday).

11.2 In this context, the supplier is also obliged to reimburse the purchaser for any expenses in accordance with §§ 683, 670 German Civil Code resulting from or in connection with a product recall carried out by the purchaser. As far as possible and reasonable, the purchaser will inform the supplier about the content and scope of the recall action to be carried out and give him the opportunity to comment.

11.3 The supplier undertakes to maintain comprehensive insurance coverage (business, product liability, liability insurance) throughout the entire business relationship with the purchaser, with a coverage amount of at least 5 million Euros per each loss event associated with product liability, contractual liability, performance liability and coverage for further processing, mixing and after-liability. For raw materials for the production of food, the insurance cover also includes, as far as possible, the liability of the supplier for the supply of non-permitted genetically modified products. The purchaser does not accept any limitation of liability, unless it is agreed in writing and individually by contract. The supplier will prove the insurance cover to the purchaser on request.

12. Third Party Rights

12.1 The supplier will assume full liability for ensuring that no protective rights or other rights of third parties are infringed in connection with the provision of his services, the intended use thereof by the purchaser or the further processing or resale of the goods delivered by him.

12.2 If the purchaser is claimed by third parties for infringement or impairment of such rights, the supplier is obliged to exempt the purchaser from all such claims or measures by third parties; this also includes the defence against impending claims and measures of third parties against the purchaser.

12.3 The liability of the supplier also includes all consequential damage incurred by the purchaser, in particular those resulting from shortage of supply and production disruptions.

13. Delivery Subject to Retention of Title

13.1 The purchaser acknowledges any reservation of ownership by the supplier with regard to the goods which are not processed or combined or mixed with other goods. Extended reservation of ownership is hereby not permitted. Reservations of ownership by the supplier are therefore only valid as far as they relate to the payment obligation for the respective goods to which the supplier reserves the ownership. Also excluded is the assignment of the purchaser's claims from the resale of these goods to the supplier.

13.2 All goods / items pass with their payment into the unrestricted sole ownership of the customer

13.3 For devices, a technical description and instructions for use are to be supplied free of charge. For software products, the delivery obligation is not fulfilled until the complete (system-technical and user) documentation has been handed over. For programs created especially for the customer, the program must also be delivered in source format.

14. Prices

14.1 Agreed prices are fixed prices. Price increases are only effective against the purchaser if they are confirmed in writing by the purchaser. Unless otherwise agreed in writing, the price includes all services and ancillary services of the supplier as well as all ancillary costs (for example, proper packaging, transport costs including any transport and liability insurance, customs duties).

14.2 The legal VAT is not included in the price and will be charged in addition at the relevant statutory rate.

14.3 Samples, offers, cost lists and calculations or other services provided by the supplier for the preparation of deliveries are free of charge for the purchaser.

15. Conditions of Payment

15.1 Payments by the purchaser are made by bank transfer.

15.2 The due date requires the receipt of a proper invoice. Invoices can only be processed by the purchaser if they state the job number, order number and delivery note number, as specified in the order; The Supplier is responsible for all consequences arising from non-compliance with this obligation.

15.3 Unless otherwise agreed in writing, invoice amounts shall be paid by the purchaser within 20 days, calculated as from the date of delivery and receipt of the invoice, with 3% discount or within 30 days net after the receipt of the invoice. If the supplier delivers earlier than the agreed delivery date, the agreed date is decisive for the beginning of the payment period, even if the purchaser accepts the early payment.

15.4 Payments are always made subject to examination of the invoice.

15.5 Payments do not imply recognition of the delivery or service as being in accordance with the contract. In the case of faulty or incomplete delivery or service, purchaser shall be entitled, without prejudice to his other rights, to withhold payments for claims arising from the business relationship to an appropriate extent until the orderly fulfilment.

15.6 The statutory regulations apply to the occurrence of default. In any case a reminder from the supplier is required.

15.7 The purchaser is entitled to rights of set-off and retention within the extent that is provided by law.

15.8 The supplier is neither entitled to assign his claims against the customer without his prior written consent nor to have them collected by third parties. Without such

consent, the purchaser is entitled to object to the collection of the claim by a third party. If the purchaser, out of ignorance of an assignment to the supplier, does so, he shall be released from his obligation to pay.

15.9 If Invoices have been agreed according to time and measurements of quantity, only the time- and material proofs or measurements of quantities previously confirmed by the purchaser may be used; These must be attached to the invoice.

16. Payment of the Statutory Minimum Wage in accordance with the Minimum Wage Act (MiLoG)

16.1 The supplier of services or work assures to pay his employees the statutory minimum wage and to oblige his subcontractors as well as other contractors appointed by them accordingly.

16.2 The supplier is obliged upon the demand of the purchaser to provide proof of payment of the minimum wage by the supplier and, if applicable, his subcontractors.

16.3 If the purchaser is claimed by third parties in this regard (§ 13 MiLoG, § 14 AEntG), the supplier shall indemnify the purchaser against all claims, including the costs of legal defence upon first written request.

16.4 In the case of a breach of one of the above-mentioned obligations by the supplier, the purchaser has the right to terminate the contract without notice and / or to withhold his services.

17. Right of Withdrawal

17.1 The purchaser is entitled to withdraw from the contract for unfulfilled parts of the contract if the use of the ordered goods is rendered impossible or economically difficult due to labour disputes, breakdowns, accidents, armed events, sales stagnation, official interventions, similar events or force majeure and he is no longer interested in the contract because of the not only temporary disability.

17.2 If one of the contracting parties discontinues their payments or if insolvency proceedings are filed against their assets, the other party is entitled to withdraw from the contract for an unfulfilled part.

18. Data Protection

18.1 The purchaser processes personal data of the supplier and his employees for specific purposes and in accordance with the statutory provisions (GDPR and national data protection laws).

Personal data collected from and provided by the supplier (by employees) of the supplier (such as name, personalized e-mail address, address, payment data) will be processed by the purchaser only for the purpose of fulfilling and executing the contract, existing between the parties. This data will be treated confidentially by ARYZTA and will not be disclosed to third parties who are not involved in the ordering, delivery and payment process

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18.3 For further details, please refer to our "Privacy Policy in accordance with the EU General Data Protection Regulation (GDPR)" published on <https://wirbearyzta.de/datenschutzerklaerung/>

19. Nondisclosure

19.1 For the term of this contract and for a period of three years after the end of the contract, the supplier must strictly keep confidential any secret or confidential information that is disclosed, received or provided in accordance with this agreement. The term "confidential" includes all non-public business and technical details that become known through the business relationship as well as all information, that relates, directly or indirectly, to the delivery of the product. This also includes the structure of the purchaser and his projects, including but not limited to recipes, business plans, customer relationships, technologies, manufacturing processes, manufacturing facilities, internal operations, equipment Know-How, customer structures, ordering plans, product specifications, pricing guidelines.

This obligation does not apply to information which (i) was already known to the supplier or was generally known at the time of its disclosure or which becomes generally known at a later date, without the supplier being responsible for it; or (ii) the Supplier has received from a third party authorized to disclose; or (iii) evidently developed without the use of the confidential information.

19.2 The supplier may disclose confidential information as far as he (i) is entitled to disclose by written agreement of the purchaser or (ii) is obliged to do so by mandatory law or court order. In this case, the supplier must inform the buyer in writing about the required disclosure and must limit the disclosure to the minimum required.

19.3 The supplier confirms the confidential nature of such confidential information and will cease the use of such confidential information immediately, if requested by the purchaser. The supplier further undertakes to treat such information as strictly confidential and, in absence of an express written authorisation of the purchaser, waives its use, sale, marketing or transfer to third parties. Sub-suppliers are to be obliged accordingly.

19.4 The purchaser reserves ownership and copyrights to plans, illustrations, drawings, calculations and other documents; these may not be made accessible to third parties without the express prior written consent of the purchaser. They are to be used exclusively for the production on the basis of the order of the purchaser. After settlement, the supplier must return these documents unsolicited to the purchaser; any copies made must be destroyed; this does not apply to the storage within the scope of legal storage obligations. The documents must be kept secret from third parties. It shall terminate if and when the production knowledge contained in these illustrations, drawings, calculations and other documents has become public knowledge.

20. Other Provisions

20.1 All contracts between the purchaser and the supplier are subject to the law of the Federal Republic of Germany (German law).

20.2 Place of fulfilment for all obligations of the supplier arising from the business relationship is the location of the purchaser, which is stated in orders, delivery requests or delivery notes as the place of delivery of the goods.

20.3 The place of venue for all disputes arising from the supply agreement is at purchasers option his registered office, Leipzig or Frankfurt am Main.

20.4 If declarations in accordance with these General Terms and Conditions of Purchase are to be made in writing, a transmission by fax or electronically (e-mail) is sufficient.